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Document Checklist for Business Accounts File

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

Account Title: <u>1ST Employees, LLC</u>	Account Number: <u>1322001009</u>	Date Opened: <u>12/29/11</u>
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General Documents	Check <input checked="" type="checkbox"/> if is completed or N/A if not applicable	Remarks
Signature Cards	✓	
Customer Due Diligence for Business – Entities (eff. 6/11/2010)	✓	
Customer Due Diligence for Additional signers or Authorized Signatures on Business Entities Accounts (eff. 6/11/2010)	✓	
Observations at Place of Business		
OFAC/PLC (print evidence of verification) (6/11/2010 for new account clients without an active deposit account at the time of account opening)		
Document-Checklist for Business Accounts File – NNNS-2464-0711R		
ECR Checklist Individual Account for Personal Purposes NNNS-2544 (Eff. 6/11/2010)	N/A	
ECR Individual Account for Commercial Purposes NNNS-2540 (eff. 06/11/2010)	N/A	
ECR Checklist for Unincorporated Association or Organizations Account (league, Club, Class, Fund raising, religious, civic, etc) NNNS-2538 (eff. 6/11/2010)	N/A	
ECR Checklist for Corporate Accounts (For-profit or not-for-profit) NNS-1281 (eff. 6/11/2010)	N/A	
ECR Checklist for Special Partnership Account (for profit and not-for-profit) NNNS-2539 (eff. 6/11/2010)	✓	
Covered Person Certification NNNS-1303 (eff. 6/11/2010)	N/A	
Appropriate W-8 Form or W-9 Form (if non-U.S. entity) (eff. 6/11/2010)	✓	
Disclosures that must be given to client:		
Rates and Fees Schedule	✓	
Account Agreement		
FDIC Insuring Your Deposit Brochure (USVI only)		
Notice of Negative Information Disclosure	✓	
Other Documents		
Corporation		
Certificate of Incorporation or Certificate of Qualification (if a U.S. based corporation)		
Business/Trade License (current)		
Certificate of Good Standing		
Articles of Incorporation (stamped by the Office of the Lieutenant Governor if USVI and the Registrar of Companies in the BVI)		
Certificate of Trade Name		
Corporate Resolution (with Corporate Seal)		
Corporate Resolution and Corporate Authorization and Indemnity Agreement for Telephone/Telex/Facsimile/Written Instructions. (This document is only required if client requests fund transfers by phone, fax or messenger)		
Partnerships		
Partnership Letter and Security Agreement		
Business/Trade License (current)		
Partnership Agreement (if it exists)		
Certificate of Trade Name (if applicable)		
Certificate of Limited Partnership (if applicable)		
Resolution where Partnership contains Corporation as a Partner (if applicable)		
Partnership Contains Limited Liability Company as a Partner (if applicable)		
Partnership Contains Trust as a Partner (if applicable)		
Partnership Contains Joint Venture as a Partner (if applicable)		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)		

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Certificate of Trade Name (if applicable)		
Corporate Resolution or Unincorporated Association Resolution		
Certificate of Incorporation or Certificate of Authority for Foreign and Foreign Non-Profit Corporation (if incorporated)		
Articles of Incorporation (if incorporated)		
Certificate of Good Standing (if BVI corporation for more than twelve months) (if incorporated)		
Corporate Resolution and Corporate Authorization and Indemnity Agreement for Telephone/Telex/Facsimile/Written Instructions. (This document is only required if client requests fund transfers by phone, fax or messenger) – if incorporated		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested) – if unincorporated		
Professional Limited Liability Company (PLLC)		
Limited Liability Company Letter and Security Agreement		
Business/Trade License (current)		
Operating Agreement		
Articles of Organization or Certificate of Formation (non-bank form – if the PLLC is a "new" PLLC)		
Certificate of Existence		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested) – if unincorporated		
Limited Liability Company Contains Corporate Member/Manager (if applicable)		
Limited Liability Company Contains Limited Liability Company as a Member/Manager (if applicable)		
Limited Liability Company Contains Limited Liability Partnership as a Member/Manager (if applicable)		
Limited Liability Company Contains Partnership as a Member/Manager (if applicable)		
Limited Liability Company Contains Trust as a Member/Manager (if applicable)		
Limited Liability Company Unincorporated Association as a Member/Manager (if applicable)		
Limited Liability Company Contains Joint Venture as a Member/Manager (if applicable)		
Professional Services Corporation (PC) - USVI only		
Corporate Resolution		
Certificate of Incorporation or Certificate of Qualification (if a U.S. based corporation)		
Articles of Incorporation (stamped by the Office of the Lieutenant Governor)		
Business/Trade License (current)		
Corporate Resolution and Corporate Authorization and Indemnity Agreement for Telephone/Telex/Facsimile/Written Instructions. (This document is only required if client requests fund transfers by phone, fax or messenger)		
Limited Liability Company (LLC)		
Limited Liability Company Letter & Security Agreement		✓
Business/Trade License (current)		✓
Certificate of Trade Name (if applicable)		n/a
Operating Agreement		✓
Articles of Organization or Certificate of Formation (non-bank form-required if the LLC is a "new" LLC)		✓
Certificate of Existence		✓
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)		✓
Limited Liability Company Contains Corporate Member/Manager (if applicable)		n/a
Limited Liability Company Contains Limited Liability Company as a Member/Manager (if applicable)		n/a
Limited Liability Company Contains Limited Liability Partnership as a Member/Manager (if applicable)		n/a
Limited Liability Company Contains Partnership as a Member/manager (if applicable)		n/a
Limited Liability Company Contains Trust as a Member/Manager (if applicable)		n/a
Limited Liability Company Contains Unincorporated Association as a Member/Manager (if applicable)		n/a
Limited Liability Company Contains Joint Venture as a Member/Manager (if applicable)		n/a
Limited Liability Partnership (LLP)		
Limited Liability Partnership Letter and Security Agreement		
Certificate of Limited Partnership (Limited Partnership) – Not required when opening accounts for law firms or security brokerage houses		
Certificate of Existence		
Business/Trade License (current)		
Operating Agreement		
Statement of Qualification or Statement of Foreign Qualification		
Certificate of Trade Name (if applicable)		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for		

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business entities.		
Interest on Lawyers Trust Accounts (IOLTA) – USVI only		
IOLTA Account Notice of Financial Institution		
VILAF Account Notice of Financial Institution		
Business License (current)		
Certificate of Trade Name (if applicable)		
Refer to the Account Opening Procedures for additional documents required for different types of business entities.		
Trust (this account type requires prior authorization)		
A legal document(s) in which it states the name of the person acting as administrator, tutor, executor or fiduciary and establishes his/her authorities		
Political Action Committee (PAC)		
If the PAC is an Unincorporated Association, then a letter signed by the president of the association stating the association purpose and an Unincorporated Association Resolution is required.		
If the PAC is a <i>Not for Profit Corporation</i> , a Certificate of Incorporation for a Non-Stock Corporation is required.		
A certification from the Virgin Islands Board of Elections		
Additional Documents (supporting documents)	Check <input checked="" type="checkbox"/> if is obtained or N/A if not applicable	Remarks
Income Verification		
Professional association directory		
Marketing brochures, business Web site and other market media		
Site Photos, Utilities invoices (water, electricity, telephone)		
Sample of entity stationery (presentation card, letter head paper, envelopes...)		
Other:		

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

Branch Number 132

Account Number: 7322001709

Document	Action	Comments	Initials and Review Date		
			1 st Reviewer Date: <u>1/3/12</u>	2 nd Reviewer Date: <u>1/3/12</u>	
Basic documents for ALL types of accounts					
Customer Due Diligence Commercial/Entities NNNS-1307	I	Account file	Complete for business entity.	<u>sm</u>	<u>ca</u>
Customer Due Diligence <u>Authorized Signatures</u> NNNS-1306	I	Account file	One per each signer	<u>sm</u>	<u>ca</u>
Account Referral Sheet NNNS-1272	I	Account file	Only when the client is not present	<u>sm</u>	<u>ca</u>
Observation at Place of Business (OPB) NNNS-2466	I	Account file			
Partnership Bylaws or Articles of Incorporation	E	Account file	Copy	<u>sm</u>	<u>ca</u>
Partnership, LLC, LLP Security Agreement NNNS-2198-0410R, or NNNS-2199-0802 NNNS-2200-0802, or NNNS-2201-0604R	I	Account file		<u>sm</u>	<u>ca</u>
ID Verification Results Summary (ID CHECK & OFAC) or evidence of the verification used in contingency.	I	Account file	One per entity and one per each signer, if applicable	<u>sm</u>	<u>ca</u>
CHEXSYSTEM Report Result	I	Account file	One per entity and one per each signer, if applicable	<u>sm</u>	<u>ca</u>
Business License	E	Account file	Photocopy of original document	<u>sm</u>	<u>ca</u>
Territorial Election Commission Certification	E	Account file	Applies to candidates for government elective positions. Photocopy of original document.	<u>N/A</u>	<u>N/A</u>
Signature cards	M	Cardholder: one alphabetical and one numerical	Digitalize for checking accounts	<u>sm</u>	<u>ca</u>
Deposit Account Agreement NNNS-2092-0508R USVI NNNS-2377-1104 BVI	P	Provide to client		<u>sm</u>	<u>ca</u>
Additional documents for CHECKING ACCOUNTS					
Rates and Fees Schedule Disclosure NNNS-2091-1006R USVI NNNS-2132-1206 BVI	I	Provide to client		<u>sm</u>	<u>ca</u>
Additional documents for CERTIFICATES OF DEPOSIT					
Certificate of Deposit Agreement NNNS-0958	M	One for file and one for client		<u>N/A</u>	<u>N/A</u>
Evidence of Negotiated Interest Rate, if applicable	I	Account file	Only if there was a special quote.		

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

539-0611R

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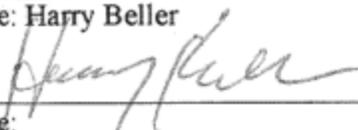
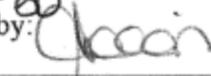
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Account Type: Commercial Checking	Account Number: 7322001109	Sign. Req. 1	Date: 5/3/13
Address: 6100 Red Hook, QTR B3 St. Thomas, VI. 00802		Tel: 340-775-2525	
Name: LSJE, LLC		EIN: 66-0776615	
Name: Harry Beller 		SSN: 081-52-0727 ID Type: US Passport No: [REDACTED]	
Name:		SSN: ID Type: No:	
Name:		SSN: ID Type: No:	
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by:  Authorized by: 	

NA 101E 7/2002
NNS-0001

Superseding-Current-Reason: Change of Company Name
Date: 5/22/13 Initial: 

Instructions for completion

- Please print this form 3 times and complete in triplicate in blue or black ink.
- Please insert the name of the company or the account title under account name.
- Please print the name of each authorized signatory to the account together with a sample of their signature in each field under name. If there are more than four signatories please use additional signature cards as necessary.
- The Bank will complete the remaining fields.
- *Important*** Please provide each signature card in triplicate with the original signatures (no photocopies).

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FirstBankPR000905
EFTA_00124385

EFTA01269552

Account Type: Commercial Checking	Account Number: 732200709	Sign. Req. 1	Date: 5/3/13
Address: 6100 Red Hook, QTR B3 St. Thomas, VI. 00802		Tel: 340-775-2525	
Name: LSJE, LLC	EIN: 66-0776615		
Name: Jeanne Brennan <i>Jeanne Brennan</i>	SSN: 150-46-4746	ID Type: Secret US Passport	
Name:	SSN:	No: [REDACTED]	
Name:	SSN:	ID Type:	
Name:	SSN:	ID Type:	
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: <i>[Signature]</i> Authorized by: <i>[Signature]</i>		

NA 101E 7/2002
NNS-0001

Superseding-Current-Reason change of company name

Date: 5/22/13 Initial: *[Signature]*

Instructions for completion

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

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

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

The Bank will complete the remaining fields.

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

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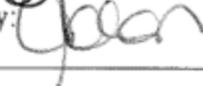
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FirstBankPR000906

EFTA_00124386

EFTA01269553

Account Type: Commercial Checking	Account Number: 7322001709	Sign. Req. 1	Date: 5/31/13
Address: 6100 Red Hook, QTR B3 St. Thomas, VI. 00802		Tel: 340-775-2525	
Name: LSJE, LLC		EIN: 66-0776615	
Name: Jeffrey Epstein		SSN: 090-44-3348 ID Type: US VI Driver License No: C-00000029913	
Name:		SSN: ID Type: No:	
Name:		SSN: ID Type: No:	
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by:  Authorized by: 	

NA 101E 7/2002
NNS-0001

Superseding-Current-Reason

Change of
Company Name

Date: 5/22/13 Initial: 

Instructions for completion

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

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

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

The Bank will complete the remaining fields.

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

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FirstBankPR000907

EFTA_00124387

EFTA01269554

Account Type: Commercial Checking	Account Number: 1322001709	Sign. Req. 1	Date: 5/3/13
Address: 6100 Red Hook, QTR B3 St. Thomas, VI. 00802		Tel: 340-775-2525	
Name: LSJE, LLC		EIN: 66-0776615	
Name: Darren Indyke <i>Darren Indyke</i>		SSN: 098-54-8596 ID Type: US Passport No: [REDACTED]	
Name:		SSN: ID Type: No:	
Name:		SSN: ID Type: No:	
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: Authorized by: <i>[Signature]</i>	

NA 101E 7/2002
NNS-0001

Superseding-Current-Reason *change of company name*

Date: *5/22/13* Initial: *[Signature]*

Instructions for completion

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

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

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

The Bank will complete the remaining fields.

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

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FirstBankPR000908

EFTA_00124388

EFTA01269555

Date: 5/2/13 Initial: [Signature]

Existing Account Number <u>7322001700A</u>	New Account Number <u>N/A</u>
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1. Client Information

Business or Entity name: LSJE, LLC	Employer Identification or Social Security Number 66-0776615
DBA Name (if applicable):	Social Security Number (if applicable):
Physical Address: 6100 Red Hook Quarter, B3 St. Thomas, USVI 00802	Mailing Address: Same as physical address
Business Phone: <u>340-775-2525</u>	Fax: _____ Email: _____

2. Business/Entity Description

Type of Business: Household NAICS: 814110 Annual Sales: N/A

Date Established: 3/13/2013 Number of Employees: 10 Number of Offices: 1

Type of Entity: 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
 Corresponsal 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 checked="" type="checkbox"/> \$5,001 - \$25,000	<input type="checkbox"/> \$25,001 or more.
	Transaction Type	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Payroll	<input checked="" type="checkbox"/> Account Transfers <input 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 checked="" type="checkbox"/> \$5,001 - \$25,000	<input type="checkbox"/> \$25,001 or more.
	Transaction Type	<input checked="" type="checkbox"/> Cash	<input checked="" type="checkbox"/> Payroll	<input checked="" type="checkbox"/> Account Transfers <input type="checkbox"/> ACH <input checked="" type="checkbox"/> Checks <input type="checkbox"/> POS
		<input checked="" type="checkbox"/> Electronic Transfers	<input type="checkbox"/> Other: _____	

International Transactions - Wire Transfers

<input type="checkbox"/> Incoming Transfers		<input type="checkbox"/> Outgoing Transfers	
<input checked="" type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	
<input checked="" type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	
Transactions <input type="checkbox"/> 1 - 10 <input checked="" type="checkbox"/> 11 - 20 <input type="checkbox"/> 21 - 50 <input type="checkbox"/> 51 or more.	Transactions <input type="checkbox"/> 1 - 10 <input checked="" type="checkbox"/> 11 - 20 <input type="checkbox"/> 21 - 50 <input type="checkbox"/> 51 or more.		
Total Amount <input type="checkbox"/> \$1 - \$25,000 <input checked="" type="checkbox"/> \$25,001 - \$500,000 <input type="checkbox"/> \$500,001 or more.	Total Amount <input type="checkbox"/> \$1 - \$25,000 <input checked="" type="checkbox"/> \$25,001 - \$500,000 <input type="checkbox"/> \$500,001 or more.		
Countries _____	Countries _____		

6. Initial Deposit and Origin of Funds

Initial Deposit: _____ Origin of Funds: _____

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.

A. Is the NAICS selected high risk?	Yes	No
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 CHECK SYSTEM was called

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

Existing Account Number	Account Number which is attached to the Signer
-------------------------	--

1. Authorized Signer Information

Name: Jeanne Initial: _____ Last Name: Brennan
 Date of Birth: 9/2/1960 Place of Birth: NY Social Security: 150-46-4746
 Citizenship: USA Home Phone: 340-779-1736 Other: _____
 Physical Address: _____ Mailing Address: _____
6L Cabrita Point 6501 Red Hook Plaza Ste 201
St. Thomas, USVI 00802 St Thomas, USVI 00802

Place of Employment: Financial Trust Company, Inc. Employment Address: _____
 Occupation: CPA 6100 Red Hook Plaza Ste 201
 Work Phone: _____ St. Thomas, USVI 00802
 Email: _____

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	Passport	[REDACTED]	USA	05/19/2018
2nd	<u>DRIVER LICENSE</u>	[REDACTED]	<u>US</u>	<u>9/02/2017</u>

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
 B. Indicate whether the client is a resident alien: (NAICS #200000) _____ Yes No
 C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000) _____ Yes No

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

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

5. Account Opening Authorization

Approved Denied
Brian Bosdhan [Signature] 1195 6/5/13
 Name Signature Officer No. Date

Comments, if applicable: _____

Interviewed by: Jionne George [Signature] 5/22/13
 Name Signature Date

Superseding-Current-Reason: change of company name

Date: 5/22/13 Initial: [Signature]

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

Existing Account Number	Account Number which is attached to the Signer
-------------------------	--

1. Authorized Signer Information

Name: Harry Initial: I Last Name: Beller
 Date of Birth: 5/9/1956 Place of Birth: NY Social Security: 081-52-0727
 Citizenship: USA Home Phone: _____ Other: _____
 Physical Address: _____ Mailing Address: _____
12 Golar Drive 6100 Red Hook Quarter B3
Monsey, NY 10952 St. Thomas, USVI 00802

Place of Employment: HBRK Associates Employment Address: _____
 Occupation: Accountant 301 East 66th Street, Ste 10F
 Work Phone: 614-862-4814 New York, NY 10065
 Email: _____

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	Passport	[REDACTED]	USA	10/04/2014
2nd	<u>Driver License</u>	[REDACTED]	<u>US</u>	<u>5/9/2019</u>

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

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

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

5. Account Opening Authorization

Approved Denied
Brian Boudhoo Brian A. L... 1195 6/5/13
 Name Signature Officer No. Date

Comments, if applicable: _____

Interviewed by: J. George [Signature] 5/22/13
 Name Signature Date

Superseding-Current-Reason: Change of Company Name
 Date: 5/22/13 Initial: [Signature]

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

Existing Account Number	Account Number which is attached to the Signer
-------------------------	--

1. Authorized Signer Information

Name: Jeffrey Initial: E Last Name: Epstein
 Date of Birth: 1/20/1953 Place of Birth: NY Social Security: 090-44-3348
 Citizenship: USA Home Phone: 340-775-8100 Other: _____
 Physical Address: _____ Mailing Address: _____
Little Saint James Island 6100 Red Hook Quarter B-3
St. Thomas, USVI 00802 St. Thomas, USVI 00802

Place of Employment: Financial Trust Company, Inc. Employment Address: _____
 Occupation: Financial Consultant 6100 Red Hook Quarter B3
 Work Phone: _____ St. Thomas, USVI 00802
 Email: _____

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	Driver License	C-000000029913	USVI	1/20/2015
2nd	US Passport	469911707	US	5/26/2020

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
B. Indicate whether the client is a resident alien: (NAICS #200000) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

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

5. Account Opening Authorization

Approved Denied
Brian Beadlow B A L 1195 6/6/13
 Name Signature Officer No. Date

Comments, if applicable: _____

Interviewed by: Ivonne George [Signature] 5/22/13
 Name Signature Date

Superseding-Current-Reason Change of company name

Date 5/22/13 Initial [Signature]

CONFIDENTIAL

NNNS-1305-0410

SDNY_GM_00013749

CONFIDENTIAL

FirstBankPR000912

EFTA_00124392

EFTA01269559



Superseding-Current-Reason

change of

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

Date: 5/22/13 Initial: [Signature]

Existing Account Number 7321000005	Account Number which is attached to the Signer
---------------------------------------	--

1. Authorized Signer Information

Name: Darren Initial: K Last Name: Indyke
 Date of Birth: 2/19/1965 Place of Birth: NY Social Security: 098-54-8596
 Citizenship: USA Home Phone: _____ Other: _____
 Physical Address: 2 Kean Ct Mailing Address: 6100 Red Hook Quarter B3
Livingston NJ 07039 St. Thomas, VI 00802

Place of Employment: Darren K Indyke, PLLC Employment Address: 575 Lexington Law
 Occupation: Attorney New York, NY 10022
 Work Phone: 212-971-1314
 Email: _____
 Relation Account Title: Secretary

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	NJ DL	[Redacted]	USA	4/30/2015
2nd	Passport	[Redacted]	USA	3/10/2022

2. Income

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

3. Client Classification

- If the answer is yes for A and C of the following questions, the client will be considered high risk and further action is needed as establish in the Due Diligence Checklist-Guidance For Individuals or Entities Considered as High Risk.
 - If the answer to C is yes, then authorization from the Compliance Department-BSA Division is required.
- | | | |
|--|--------------------------|-------------------------------------|
| | Yes | No |
| A. Indicate whether the client is a nonresident alien: (NAICS #100000) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Indicate whether the client is a resident alien: (NAICS #200000) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

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

5. Account Opening Authorization

Approved Denied
Brian Boedhou [Signature] 1195 6/5/13
 Name Signature Officer No. Date

Comments, if applicable: _____

Interviewed by: J. George [Signature] 5/22/13
 Name Signature Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above LSJE, LLC	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) Little Saint James Island	Requester's name and address (optional)
City, state, and ZIP code St. Thomas, VI. 00802		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number
66 : 0776615

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶	Date ▶
------------------	----------------------------	--------

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:

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

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

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

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

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

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

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

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

April 2, 2013

Government of the U.S. Virgin Islands
Bureau of Internal Revenue
St. Thomas, V.I. 00802

Re: LSJ Employees, LLC 66-0776615
Name Change

Dear Madam/Sirs:

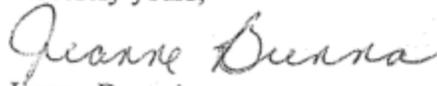
Please be advised that effective March 13, 2013 the above referenced Limited Liability Company duly organized and existing under the laws of the United States Virgin Islands amended its Articles of Organization to reflect a *change of name* from LSJ Employees, LLC to LSJE, LLC.

The Company is attaching an Updated Form 8832 for the sole purpose of reflecting the Company Name Change.

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

If you have any questions please contact Jeanne Brennan at 775-2525.

Sincerely yours,


Jeanne Brennan
Manager

RECEIVED
PROCESSING & ACCOUNTS NO. 18

APR 02 2013

VIRGIN ISLANDS BUREAU OF
INTERNAL REVENUE ST. THOMAS VI

Attachment: Form 8832
CC: Atty. Tamarah Smalls

SDNY_GM_00013752

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FirstBankPR000915

EFTA_00124395

EFTA01269562

Superseding-Current-Reason Change of
BUSINESS NAME
Date: 5/22/13 Initial: 

CERTIFICATE OF AMENDMENT
TO ARTICLES OF ORGANIZATION
OF
LSJ EMPLOYEES, LLC

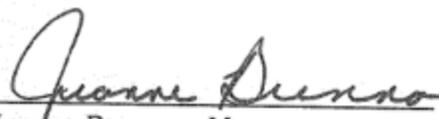
LSJ EMPLOYEES, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the United States Virgin Islands (the "Company"), DOES HEREBY CERTIFY that the following Amendment to the Company's Articles of Organization has been duly adopted in accordance with the provisions of the Uniform Limited Liability Company Act, Chapter 15, Title 13, Section 1204 of the Virgin Islands Code:

1. The name of the Company is LSJ Employees, LLC.
2. The Articles of Organization of the Company were filed with the Office of the Lieutenant Governor of the United States Virgin Islands on October 27, 2011.
3. Article One of the Articles of Organization of the Company is hereby amended by deleting in its entirety Paragraph 1 thereof, captioned "Name and Address", and inserting the following in lieu thereof:

Name and Address

1. The name and initial address of the limited liability company shall be LSJE, LLC (the "Company"), 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgin Islands 00802. The initial physical address of the Company shall be 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgin Islands 00802, or such other address as may be determined from time to time by the Manager of the Company.

IN WITNESS WHEREOF, the undersigned person has hereunto set her hand as the Manager of the Company on this 12 day of March, 2013


Jeanne Brennan, Manager

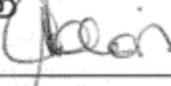
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LT. GOV. OFFICE
2:33 PM 13 PM 1
CORPORATIONS - ST

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS
DIVISION OF ST. THOMAS - ST. JOHN

BEFORE ME, the undersigned authority, on this 12 day of March, 2013, personally appeared Jeanne Brennan, who, being by me first duly sworn, declared that she is the person who signed the foregoing document as the Manager of the Company and that the statements contained in the Certificate of Amendment to Articles of Organization are true.

Daphne Louise Wallace
Notary Public in and for the
Territory of the United States
Virgin Islands
My commission expires JANUARY 6, 2014

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2013 MAR 13 PM 1 20
CORPORATIONS - STT

Account Type: Commercial Checking	Account Number: 7322001709	Sign. Req. 1	Date: 5/3/13
Address: 6100 Red Hook, QTR B3 St. Thomas, VI. 00802		Tel: 340-775-2525	
Name: LSJE, LLC		EIN: 66-0776615	
Name: Jeffrey Epstein		SSN: 090-44-3348 ID Type: US Driver License No: C-000000029913	
Name:		SSN: ID Type: No:	
Name:		SSN: ID Type: No:	
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by:  Authorized by: 	

NA 101E 7/2002
NNS-0001

Superseding-Current-Reason: change of company name

Date: 5/22/13 Initial: 

Instructions for completion

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

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

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

The Bank will complete the remaining fields.

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

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

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SDNY_GM_00013755

CONFIDENTIAL

FirstBankPR000918

EFTA_00124398

EFTA01269565

Superseding-Current-Reason

change of
Company name

Date: 5/2/13

Initial: [Signature]

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
LSJE, LLC

A U.S. Virgin Islands Limited Liability Company

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made and entered into as of March 13, 2013 by Jeffrey E. Epstein (hereinafter referred to as "Sole Member"), with an address at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802, who formed LSJE, LLC, a United States Virgin Islands limited liability company (the "Company") pursuant to the United States Virgin Islands Uniform Limited Liability Company Act (the "Act") and hereby amends and restates the Company's Operating to provide for the operation of the Company and the conduct of its affairs upon the following terms and conditions:

SECTION I
ORGANIZATION & FORMATION

A. Formation. The Company was organized as a U.S. Virgin Islands limited liability company under and pursuant to the United States Virgin Islands Limited Liability Company Act (the "Act") by the filing of Articles of Organization ("Articles") with the Office of the Lieutenant Governor of the United States Virgin Islands on October 27, 2011, as required by the Act. A Certificate of Amendment to the Articles (the "Amendment") was filed with the Office of the Lieutenant Governor of the United States Virgin Islands on March 13, 2013 in order to change the name of the Company from "LSJ Employees, LLC" to "LSJE, LLC"

B. Name. The name of the Company shall be "LSJE, LLC". The Company was formerly named "LSJ EMPLOYEES, LLC", but the Company's name was changed to "LSJE, LLC" by the filing of the Amendment with the Office of the Lieutenant Governor of the United States Virgin Islands. The Company upon proper notice and filing with the Office of the Lieutenant Governor of the United States Virgin Islands may conduct its business under one or more assumed names.

C. Purposes. The purpose of the Company is to engage in any lawful activity, operate any lawful enterprise or to have any other lawful purpose permitted by the law of the territory of the United States Virgin Islands. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

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

E. Registered Office and Resident Agent and Place of Business. The Registered Office and Resident Agent of the Company for service of process within the territory shall be: Business Basics VI, LLC, 9100 Port of Sale Mall, Suite 15, St. Thomas, U.S. Virgin Islands 00802. The Company's principal place of business is 6100 Red Hook Quarter, B3, St. Thomas U.S. Virgin Islands 00802 or such other place or places as the Sole Member may hereafter determine.

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FirstBankPR000919

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EFTA01269566

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

A. Capital Contribution by the Sole Member: Initial Issuance. The Sole Member's ownership rights in the Company shall be reflected in "Membership Units," of which there are 100, as recorded in the Company's records. Upon the formation of the Company, the Sole Member has made a capital contribution to the capital of the Company in the amount of cash, or of the property-in-kind, or both, set forth opposite the Sole Member's name on the Schedule of Capital Contributions attached hereto. The Company thereupon issued to the Sole Member that number and class of Units so subscribed and contributed for. The Sole Member may make additional capital contributions at any time and in any amount that it may desire.

B. Transfer of Membership Units. The Sole Member may transfer any or all of its Membership Units to any person or persons, at any time and from time to time. Subject to the provisions of this Section, the Sole Member may assign its Membership Units in the Company in whole or in part. The assignment of a Membership Unit does not itself entitle the assignee to participate in the management and affairs of the Company or to become a member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Sole Member would otherwise be entitled to, and such assignee shall only become an assignee of a Membership Unit and not a substituted member. An assignee of a Membership Unit shall be admitted as a substitute member and shall be entitled to all the rights and powers of the assignor only if all the members consent. If admitted, the substitute member, has to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of the members. Notwithstanding the foregoing, the Sole Member may, by a duly executed agreement, assign all of its Membership Interest, together with the management and voting rights in the Company, whereupon the assignee shall, without any further action or consent by any member, manager or other person, become a substitute member of the Company.

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

SECTION III
CAPITAL ACCOUNT

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

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

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

(b) The members' share of the increase in the tax basis of Company property, if any, arising out of the recapture of any tax credit.

(c) Allocations to the members of Profit.

(d) Company income or gain (including income and gain exempt from income taxation) as provided under this Agreement, or otherwise by Regulation Section 1.704-1(b)(2)(iv).

(e) The amount of Company liabilities that are assumed by the Sole Member.

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

(a) The amount of money distributed to the members by the Company pursuant to any provision of this Agreement.

(b) The fair market value of property distributed to the members by the Company (net of liabilities secured by such distributed property that such members are considered to assume or take subject to under Code Section 752).

(c) Allocations to the members of Losses.

(d) Allocations to the members of deductions, expenses, Nonrecourse Deductions and net losses allocated to them pursuant to this Agreement, and the members' share of Company expenditures which are neither deductible nor properly chargeable to Capital Accounts under Code Section 705(a)(2)(B) or are treated as such expenditures under Treasury Regulation Section 1.704-1(b)(2)(iv)(i). "Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulation Section 1.704-2.

(e) The amount of any liabilities of the members that are assumed by the Company.

SECTION IV **ALLOCATIONS AND DISTRIBUTIONS**

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

credit recognized or allowable for Federal income tax purposes shall be allocated and credited or charged to the Sole Member.

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

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

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

C. Distribution upon Liquidation of the Company.

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

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

SECTION V

MANAGEMENT OF BUSINESS

A. In General. The Company shall be manager-managed. The initial Manager of the Company shall be Jeanne Brennan. The Manager shall manage the business and affairs of the Company and shall have full and complete authority, power and discretion to do all things necessary or convenient to manage, control and carry out the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

B. Limitation of Manager's Authority. Notwithstanding the authority of the Manager, the consent of the Sole Member shall be required for the Manager to:

1. Sell, transfer, assign, convey, or otherwise dispose of any part of the Company's assets;
2. Cause the Company to incur any debt in excess of \$5,000, whether or not in the ordinary course of business;
3. Cause the Company to incur any debt less than \$5,000 other than in the ordinary course of business;

4. Cause the Company to encumber any assets in connection with any debt referred to in clause 2 or 3 above;
5. Issue, sell, transfer, assign, convey or otherwise dispose of any Membership Interest in the Company;
6. Adopt, amend or repeal the Operating Agreement of the Company;
7. Appoint or fill the vacancy of the Manager;
8. Approve a plan of merger of the Company with any other entity;
9. Amend, alter, repeal, or take any action inconsistent with any resolution of the Sole Member; and
10. Incur any single expense or combination of related expenses in excess of \$5,000.

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

SECTION VI EXCULPATION OF LIABILITY: INDEMNIFICATION

A. Exculpation of Liability. Unless otherwise provided by law or expressly assumed pursuant to a written instrument signed by such Person, neither the Sole Member nor the Manager shall be personally liable for the acts, debts or liabilities of the Company.

B. Indemnification.

1. Except as otherwise provided in this Section, the Company, its receiver or its trustee shall indemnify, defend and hold harmless the Sole Member and the Manager and their respective heirs, personal representatives, and successors, and may indemnify, defend and hold harmless any employee or agent, who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense, including, without limitation, reasonable attorney's fees, arising from or related to, the Company or any act or omission of the Sole Member, the Manager or such employee or agent on behalf of the Company, and amounts paid in settlement of any of the above, provided that such amounts were not the result of fraud, gross negligence, or reckless or intentional misconduct on the part of the Sole Member, the Manager or such employee or agent against whom a claim is asserted. The Company may advance to the Sole Member, the Manager or any such employee or agent and their respective heirs, personal representatives, and successors the costs of defending any claim, suit or action against such Person if such Person undertakes to repay the funds advanced, with interest, if the Person is not entitled to indemnification under this Section.

2. To the extent that the Sole Member, the Manager, or any such employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such person shall be indemnified against actual and reasonable expenses, including, without

limitation, attorneys' fees, incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein.

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

SECTION VII **LIQUIDATION**

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

SECTION VIII **MISCELLANEOUS PROVISIONS**

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

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

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

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

E. Governing Law. Regardless of the place where this Agreement may be executed by the Sole Member, the rights and obligations of the Sole Member, and any claims and disputes relating

thereto, shall be subject to and governed by, and construed and enforced in accordance with the laws of the Territory of the United States Virgin Islands.

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

WITNESSETH:

Jeffrey E. Epstein

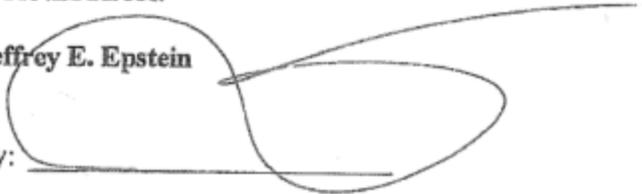
By: 

EXHIBIT A

MEMBER LISTING; CAPITAL CONTRIBUTIONS

<u>Members</u>	<u>Capital Contributed</u>	<u>Membership Units</u>	<u>Percentage Interest</u>
JEFFREY E. EPSTEIN	\$1000.00	100	100%

ACCEPTED AND AGREED:

By: _____

JEFFREY E. EPSTEIN

March 13, 2013

DATE



Virgin Islands

Superseding-Current-Reason

Change of company name

Limited Liability Company Letter and Security Agreement

Date: 5/22/13 Initial

[Handwritten initials]

Date 3/14/2013

We the undersigned Members, Managers, or Officers of LSJE, LLC

("Company") located at Little Saint James Islands, St. Thomas

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

is composed of the following Members:

Jeffrey Epstein

and the following Manager or Officer(s): Jeanne Brennan

(Indicate Name of Manager or Name(s) or Title(s) of Officer(s))

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

- 1. FirstBank ("Bank") is hereby designated as depository of Company...
2. The following duly appointed Authorized Person(s) Jeffrey Epstein, Member, Darren Indyke, Attorney, Jeanne Brennan, Manager, Harry Beller, Accountant

signing Singly

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

and their successors are hereby authorized to sign, by hand or by facsimile (including, but not limited to, computer generated) signature(s), checks, drafts, acceptances and other Instruments (hereinafter each collectively referred to as "Item(s)").

- 3. Bank is hereby authorized to honor and pay Items, whether signed by hand or by facsimile...
4. Bank is hereby authorized to accept for deposit, for credit, or for collection, or otherwise, Items endorsed by any person...
5. The following Authorized Persons Jeffrey Epstein, Member

(Indicate by name those authorized to effect Loans, Advances, etc.)

of Company, signing Singly

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

are hereby authorized to effect loans and advances and obtain credit at any time for Company from Bank (and guarantee on behalf of Company the obligations of others to Bank), secured or unsecured, and for such loans and advances and credit and guarantees to make, execute and deliver promissory notes and other written obligations or evidence of indebtedness of Company...

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called "Obligations") upon any and all moneys, securities and any and all other property of Company and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from Bank, its correspondents or agents from or for Company, whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into the possession of Bank in any way.

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

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

Very truly yours,

LSJE, LLC

Name of Company

Little Saint James Island St. Thomas USVI

Address

By: Jeffrey Epstein

Title: Member

(Manager, Member, or Official Title)

By: Jeanne Brennan

Title: Manager

(Manager, Member, or Official Title)

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Virgin Islands

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

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

Table with 2 columns: Name and Title, Telephone Number (Include country/Area Code). Rows include Jeanne Brennan, Manager (340-775-2525) and Harry Beller, Accountant (646-862-4814).

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

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

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

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

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

4. Bank May Decline to Act. It is understood that the Bank shall have no obligation to execute any Instruction unless and until such Instruction is verified in accordance with the security procedures set forth herein, and the undersigned will indemnify and hold the Bank harmless from any loss suffered or liability incurred by the Bank in refraining from processing an Instruction after all reasonable efforts to verify such Instruction in accordance with this agreement have failed or in delaying the execution of an Instruction until such verification is obtained. Upon notice to the undersigned, the Bank may also, at its option, refuse to execute any Instruction or part thereof for any other reason without incurring any responsibility for any loss, liability or expense arising out of such refusal.

5. Indemnity. The undersigned agrees to indemnify the Bank, it's affiliates, subsidiaries and their directors, officers, representatives and agents on demand for all losses, claims, damages or expenses (including legal fees and disbursements) which it or any of them may suffer or incur in connection with this Agreement, including, but not limited to, acting or refusing to act on any Telephone or Telex or Facsimile or Written Instruction, whether or not genuine or duly authorized.

6. Our continued issuance of Transfer instructions following our receipt, execution and return of this letter to the bank will constitute our agreement to the security procedures and other terms specified herein.

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Superseding-Current-Reason: Change of Company name
Date: 5/2/13 Initial: [Signature]

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

We the undersigned Members, Managers, or Officers of

LSJE, LLC

A company duly organized and existing under the laws of

U.S. Virgin Islands

Held at American Yacht Harbor, St. Thomas on the 03 day of 14, 20 13.

IT WAS RESOLVED

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as Member/Manager/Officer of the Limited Liability Company this 03 day of 14, 20 13.

[Signature]
Signature
Jeffrey Epstein, Member
Name and Title

* Select One

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Business Verification Results for LSJE, LLC

RESULTS SUMMARY OFAC CHECK: PASSED IDV RESPONSE: OVERRIDE
EIN: FAILED Input EIN: 660776615
NAME MATCH: PASSED Input Name: LSJE, LLC
ADDRESS MATCH: FAILED Input Address: 6100 Red Hook Quarter, B3 St. Thomas VI 00802 Dif. Info: 224 ELMS COURT CIR JACKSON MS 39204 Dif. Info: 230 MERRIBROOK TRL DUNCANVILLE TX 75116 Dif. Info: 762 BUCKEYE CT RIFLE CO 81650

Alternative Verifications

PHONE MATCH: PLEASE VERIFY Input Phone: 340-775-2525 Dif. Info: 3055573242 Dif. Info: 9722962187 Dif. Info: 9706253079
--

Additional Actions taken:
* Note - Please confirm the EIN.

Override Comments:
On 05/22/13 at 08:47:45 Jvonne George Added: Cleared - Other (type in reason)Client provided proof of EIN, Address and telephone 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/VBReportDetail.do?mode=print&orderID=10601370013>

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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)

LSJE, LLC
 Fed Tax ID: 66-0776615

6100 Red Hook Quarter, B3
 St. Thomas, VI 00802

Work Phone: 340-775-2525

Non FCRA

Identification Information

Federal Tax Id & Business Name Match : No

ChexSystems® History

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

Closure Details

No Closures Found

Purchased Debt Details

No Purchased Debt Found

Inquiry Details

Total Number of Inquiries: 1 Number of Inquiring FI's: 1

Inquiry Date	Business Name	Inquirer Name
01/03/2012	LSJ EMPLOYEE LLC	FIRSTBANK

Inquiry 1 of 1

Inquiry Date: 01/03/2012 Inquiry ID: 522312769

INQUIRY PERFORMED BY

FIRSTBANK
 #732 YACHT HAVEN OFFICE

BUSINESS INQUIRED UPON

66-0776615
 LSJ EMPLOYEE LLC

https://production.penleyinc.com/penley/secure/chexSystemsBusinessReport.do?reportType=GM_0002709

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5316 YACHT HAVEN GRANDE
ST THOMAS, VI 00802

LITTLE SAINT JAMES IS
SAINT THOMAS, VI 00802

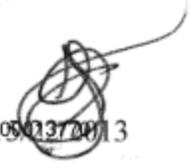
Inquiry ID
599834077

Reference Detail

Transaction Tracking ID: 1369230529985:3754:UXAP301P_Z2:

[Print This Page - Close](#)

https://production.penleyinc.com/penley/secure/checkSystemsBusinessReport.do?reportType=GM_001370013



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Superseding Current Reason change of company name
Date: 5/2/13 Initial: [Signature]

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
LSJE, LLC
A U.S. Virgin Islands Limited Liability Company

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made and entered into as of March 13, 2013 by Jeffrey E. Epstein (hereinafter referred to as "Sole Member"), with an address at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802, who formed LSJE, LLC, a United States Virgin Islands limited liability company (the "Company") pursuant to the United States Virgin Islands Uniform Limited Liability Company Act (the "Act") and hereby amends and restates the Company's Operating to provide for the operation of the Company and the conduct of its affairs upon the following terms and conditions:

SECTION I
ORGANIZATION & FORMATION

A. Formation. The Company was organized as a U.S. Virgin Islands limited liability company under and pursuant to the United States Virgin Islands Limited Liability Company Act (the "Act") by the filing of Articles of Organization ("Articles") with the Office of the Lieutenant Governor of the United States Virgin Islands on October 27, 2011, as required by the Act. A Certificate of Amendment to the Articles (the "Amendment") was filed with the Office of the Lieutenant Governor of the United States Virgin Islands on March 13, 2013 in order to change the name of the Company from "LSJ Employees, LLC" to "LSJE, LLC"

B. Name. The name of the Company shall be "LSJE, LLC". The Company was formerly named "LSJ EMPLOYEES, LLC", but the Company's name was changed to "LSJE, LLC" by the filing of the Amendment with the Office of the Lieutenant Governor of the United States Virgin Islands. The Company upon proper notice and filing with the Office of the Lieutenant Governor of the United States Virgin Islands may conduct its business under one or more assumed names.

C. Purposes. The purpose of the Company is to engage in any lawful activity, operate any lawful enterprise or to have any other lawful purpose permitted by the law of the territory of the United States Virgin Islands. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

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

E. Registered Office and Resident Agent and Place of Business. The Registered Office and Resident Agent of the Company for service of process within the territory shall be: Business Basics VI, LLC, 9100 Port of Sale Mall, Suite 15, St. Thomas, U.S. Virgin Islands 00802. The Company's principal place of business is 6100 Red Hook Quarter, B3, St. Thomas U.S. Virgin Islands 00802 or such other place or places as the Sole Member may hereafter determine.

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

A. Capital Contribution by the Sole Member, Initial Issuance. The Sole Member's ownership rights in the Company shall be reflected in "Membership Units," of which there are 100, as recorded in the Company's records. Upon the formation of the Company, the Sole Member has made a capital contribution to the capital of the Company in the amount of cash, or of the property-in-kind, or both, set forth opposite the Sole Member's name on the Schedule of Capital Contributions attached hereto. The Company thereupon issued to the Sole Member that number and class of Units so subscribed and contributed for. The Sole Member may make additional capital contributions at any time and in any amount that it may desire.

B. Transfer of Membership Units. The Sole Member may transfer any or all of its Membership Units to any person or persons, at any time and from time to time. Subject to the provisions of this Section, the Sole Member may assign its Membership Units in the Company in whole or in part. The assignment of a Membership Unit does not itself entitle the assignee to participate in the management and affairs of the Company or to become a member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Sole Member would otherwise be entitled to, and such assignee shall only become an assignee of a Membership Unit and not a substituted member. An assignee of a Membership Unit shall be admitted as a substitute member and shall be entitled to all the rights and powers of the assignor only if all the members consent. If admitted, the substitute member, has to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of the members. Notwithstanding the foregoing, the Sole Member may, by a duly executed agreement, assign all of its Membership Interest, together with the management and voting rights in the Company, whereupon the assignee shall, without any further action or consent by any member, manager or other person, become a substitute member of the Company.

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

SECTION III
CAPITAL ACCOUNT

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

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

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

(b) The members' share of the increase in the tax basis of Company property, if any, arising out of the recapture of any tax credit.

(c) Allocations to the members of Profit.

(d) Company income or gain (including income and gain exempt from income taxation) as provided under this Agreement, or otherwise by Regulation Section 1.704-1(b)(2)(iv).

(e) The amount of Company liabilities that are assumed by the Sole Member.

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

(a) The amount of money distributed to the members by the Company pursuant to any provision of this Agreement.

(b) The fair market value of property distributed to the members by the Company (net of liabilities secured by such distributed property that such members are considered to assume or take subject to under Code Section 752).

(c) Allocations to the members of Losses.

(d) Allocations to the members of deductions, expenses, Nonrecourse Deductions and net losses allocated to them pursuant to this Agreement, and the members' share of Company expenditures which are neither deductible nor properly chargeable to Capital Accounts under Code Section 705(a)(2)(B) or are treated as such expenditures under Treasury Regulation Section 1.704-1(b)(2)(iv)(i). "Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulation Section 1.704-2.

(e) The amount of any liabilities of the members that are assumed by the Company.

SECTION IV ALLOCATIONS AND DISTRIBUTIONS

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

credit recognized or allowable for Federal income tax purposes shall be allocated and credited or charged to the Sole Member.

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

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

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

C. Distribution upon Liquidation of the Company.

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

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

SECTION V

MANAGEMENT OF BUSINESS

A. In General. The Company shall be manager-managed. The initial Manager of the Company shall be Jeanne Brennan. The Manager shall manage the business and affairs of the Company and shall have full and complete authority, power and discretion to do all things necessary or convenient to manage, control and carry out the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

B. Limitation of Manager's Authority. Notwithstanding the authority of the Manager, the consent of the Sole Member shall be required for the Manager to:

1. Sell, transfer, assign, convey, or otherwise dispose of any part of the Company's assets;
2. Cause the Company to incur any debt in excess of \$5,000, whether or not in the ordinary course of business;
3. Cause the Company to incur any debt less than \$5,000 other than in the ordinary course of business;

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4. Cause the Company to encumber any assets in connection with any debt referred to in clause 2 or 3 above;
5. Issue, sell, transfer, assign, convey or otherwise dispose of any Membership Interest in the Company;
6. Adopt, amend or repeal the Operating Agreement of the Company;
7. Appoint or fill the vacancy of the Manager;
8. Approve a plan of merger of the Company with any other entity;
9. Amend, alter, repeal, or take any action inconsistent with any resolution of the Sole Member; and
10. Incur any single expense or combination of related expenses in excess of \$5,000.

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

SECTION VI EXCULPATION OF LIABILITY; INDEMNIFICATION

A. Exculpation of Liability. Unless otherwise provided by law or expressly assumed pursuant to a written instrument signed by such Person, neither the Sole Member nor the Manager shall be personally liable for the acts, debts or liabilities of the Company.

B. Indemnification.

1. Except as otherwise provided in this Section, the Company, its receiver or its trustee shall indemnify, defend and hold harmless the Sole Member and the Manager and their respective heirs, personal representatives, and successors, and may indemnify, defend and hold harmless any employee or agent, who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense, including, without limitation, reasonable attorney's fees, arising from or related to, the Company or any act or omission of the Sole Member, the Manager or such employee or agent on behalf of the Company, and amounts paid in settlement of any of the above, provided that such amounts were not the result of fraud, gross negligence, or reckless or intentional misconduct on the part of the Sole Member, the Manager or such employee or agent against whom a claim is asserted. The Company may advance to the Sole Member, the Manager or any such employee or agent and their respective heirs, personal representatives, and successors the costs of defending any claim, suit or action against such Person if such Person undertakes to repay the funds advanced, with interest, if the Person is not entitled to indemnification under this Section.

2. To the extent that the Sole Member, the Manager, or any such employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such person shall be indemnified against actual and reasonable expenses, including, without

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limitation, attorneys' fees, incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein.

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

SECTION VII LIQUIDATION

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

SECTION VIII MISCELLANEOUS PROVISIONS

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

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

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

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

E. Governing Law. Regardless of the place where this Agreement may be executed by the Sole Member, the rights and obligations of the Sole Member, and any claims and disputes relating

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thereto, shall be subject to and governed by, and construed and enforced in accordance with the laws of the Territory of the United States Virgin Islands.

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

WITNESSETH:

Jeffrey E. Epstein

By: 

EXHIBIT A

MEMBER LISTING; CAPITAL CONTRIBUTIONS

<u>Members</u>	<u>Capital Contributed</u>	<u>Membership Units</u>	<u>Percentage Interest</u>
JEFFREY E. EPSTEIN	\$1000.00	100	100%

ACCEPTED AND AGREED:

By: _____
JEFFREY E. EPSTEIN

March 13, 2013
DATE

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Superseding-Current-Reason Change of
business name
Date: 5/2/13 Initial: [Signature]

CERTIFICATE OF AMENDMENT
TO ARTICLES OF ORGANIZATION
OF
LSJ EMPLOYEES, LLC

LSJ EMPLOYEES, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the United States Virgin Islands (the "Company"), DOES HEREBY CERTIFY that the following Amendment to the Company's Articles of Organization has been duly adopted in accordance with the provisions of the Uniform Limited Liability Company Act, Chapter 15, Title 13, Section 1204 of the Virgin Islands Code:

1. The name of the Company is LSJ Employees, LLC.
2. The Articles of Organization of the Company were filed with the Office of the Lieutenant Governor of the United States Virgin Islands on October 27, 2011.
3. Article One of the Articles of Organization of the Company is hereby amended by deleting in its entirety Paragraph 1 thereof, captioned "Name and Address", and inserting the following in lieu thereof:

Name and Address

1. The name and initial address of the limited liability company shall be LSJE, LLC (the "Company"), 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgin Islands 00802. The initial physical address of the Company shall be 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgin Islands 00802, or such other address as may be determined from time to time by the Manager of the Company.

IN WITNESS WHEREOF, the undersigned person has hereunto set her hand as the Manager of the Company on this 17 day of March, 2013

[Signature]
Jeanne Brennan, Manager

RECEIVED
T. GOV. OFFICE
2013 MAR 13 PM 1
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TERRITORY OF THE UNITED STATES VIRGIN ISLANDS
DIVISION OF ST. THOMAS - ST. JOHN

BEFORE ME, the undersigned authority, on this 12 day of March, 2013, personally appeared Jeanne Brennan, who, being by me first duly sworn, declared that she is the person who signed the foregoing document as the Manager of the Company and that the statements contained in the Certificate of Amendment to Articles of Organization are true.

Daphne Louise Wallace
Notary Public in and for the
Territory of the United States
Virgin Islands
My commission expires JANUARY 6, 2014

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

-0-

CHARLOTTE AMALIE, ST. THOMAS, VI 00802

Corp. No. 581737

OFFICE OF THE LIEUTENANT GOVERNOR

To Whom These Presents Shall Come:

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

LSJ EMPLOYEES, LLC

a Virgin Islands Limited Liability Company, filed in the Office of the Lieutenant Governor on March 13, 2013, as provided for by law, Articles of Amendment to Articles of Organization, duly acknowledged; changing its name to

LSJE, LLC

WHEREFORE the said Correction is hereby declared to have been duly recorded in this office on the aforesaid and to be in full force and effect from that date.



In Witness Whereof, I have hereunto set my hand and affix the seal of the Government of the United States Virgin Islands, at Charlotte Amalie, this 21st day of March, A. D., 2013.

A handwritten signature in dark ink, appearing to read "G. R. Francis", written over a horizontal line.

GREGORY R. FRANCIS
Lieutenant Governor of the Virgin Islands

Date of this notice: 12-09-2011

Employer Identification Number:
66-0776615

Form: SS-4

Number of this notice: CP 575 G

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

LSJ EMPLOYEES LLC
JEFFREY EPSTEIN SOLE MBR
9100 HAVENSIGHT 15 16
ST THOMAS, VI 00802

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 66-0776615. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

IMPORTANT REMINDERS:

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

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

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CERTIFICATION OF BENEFICIAL OWNER(S)

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

Person opening an account on behalf of a legal entity must provide the following information:			Account # 732 2 00170 ⁹ 732 2 00174 ²
1. First Name and title of Natural Person Opening Account JEFFREY	2. Last Name EPSTEIN	3. Middle Initial E	
4. Name and type of Legal Entity for Which the Account is Being Opened LSJE, LLC			
4a. Legal Entity Address 6100 Red Hook Quarter B3	4b. City St. Thomas	4c. State USVI	4d. ZIP/Postal Code 00802

SECTION I

(To add additional individuals, see page 3)

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

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

5. First Name Jeffrey	6. Last Name Epstein	7. M.I. E	8. Date of Birth 01/20/1953
9. Address 6100 Red Hook Quarter B3	10. City St. Thomas	11. State USVI	12. ZIP/Postal Code 00802
13. Country USA	14. SSN (U.S. Persons/ Non-U.S. Persons) 090-44-3348	15. Identification Number (SSN, Passport Number or other similar identification number) 54538864	
15a. State of Issuance: USA	15b. Country of Issuance: USA	16. Ownership % 100	

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

SECTION II

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

17. First Name Jeffrey	18. Last Name Epstein	19. M.I. E	20. Date of Birth 01/20/1953
21. Address 6100 Red Hook Quarter B3	22. City St. Thomas	23. State USVI	24. ZIP/Postal Code 00802
25. Country USA	26. SSN (U.S. Persons/ Non-U.S. Persons) 090-44-3348	27. Identification (SSN, Passport Number or other similar identification number) 54538864	
27a. State of Issuance: USA	27b. Country of Issuance: USA		

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

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

Signature: _____

Date: 02/11/2014
(MM/DD/YYYY)

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FirstBankPR000947

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Legal Entity Identifier(Optional): _____

NNNG-1618-0418

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Additional Section 1 - Second Beneficial Owner (If required)

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

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

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

Additional Section 1 - Third Beneficial Owner (If required)

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

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

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

Additional Section 1 - Fourth Beneficial Owner (If required)

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

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

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

Additional Section 1 - Fifth Beneficial Owner (If required)

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

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

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

Additional Section 1 - Sixth Beneficial Owner (If required)

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

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

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

Additional Section 1 - Seventh Beneficial Owner (If required)

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

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

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