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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: Freedom Air Petroleum, Llc	Account Number: [REDACTED]	Date Opened: 2/10/12
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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)		
ECR Individual Account for Commercial Purposes NNNS-2540 (eff. 06/11/2010)		
ECR Checklist for Unincorporated Association or Organizations Account (league, Club, Class, Fund raising, religious, civic, etc) NNNS-2538 (eff. 6/11/2010)		
ECR Checklist for Corporate Accounts (For-profit or not-for-profit) NNS-1281 (eff. 6/11/2010)		
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)	✓	
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	Check <input checked="" type="checkbox"/> if is completed or N/A if not applicable	Remarks
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) - USVJ 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)	✓	Confidential
Certificate of Trade Name (if applicable)	✓	
Operating Agreement	✓	
Articles of Organization or Certificate of Formation (non-bank form-required if the LLC is a "new" LLC)	✓	
Certificate of Existence	✓	
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)	✓	
Limited Liability Company Contains Corporate Member/Manager (if applicable)		
Limited Liability Company Contains Limited Liability Company as a Member/Manager (if applicable)		
Limited Liability Company Contains Limited Liability Partnership as a Member/Manager (if applicable)		
Limited Liability Company Contains Partnership as a Member/manager (if applicable)		
Limited Liability Company Contains Trust as a Member/Manager (if applicable)		
Limited Liability Company Contains Unincorporated Association as a Member/Manager (if applicable)		
Limited Liability Company Contains Joint Venture as a Member/Manager (if applicable)		
Limited Liability Partnership (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 International Drafts (if requested)		

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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 732

Account Number: [REDACTED]

Document	Action	Comments	Initials and Review Date	
			1 st Reviewer Date: <u>2/10/12</u>	2 nd Reviewer Date: <u>3/12/12</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>N/A</u> <u>N/A</u>
Observation at Place of Business (OPB) <u>NNNS-2466</u>	I	Account file		<u>N/A</u> <u>N/A</u>
Partnership Bylaws or Articles of Incorporation	E	Account file	Copy	<u>N/A</u> <u>N/A</u>
Partnership, LLC, LLP Security Agreement <u>NNNS-2198-0410R</u> , or <u>NNNS-2199-0802</u> <u>NNNS-2200-0802</u> , or <u>NNNS-2201-0604R</u>	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.	<u>N/A</u> <u>N/A</u>

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

NNNS-2539-0611R

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Existing Account Number: 01A New Account Number: [REDACTED]

1. Client Information

Business or Entity name: Freedom Air Petroleum, LLC Employer Identification or Social Security Number: [REDACTED]

DBA Name (if applicable): _____ Social Security Number (if applicable): _____

Physical Address: Middle Bay General Aviation Hanger Mailing Address: 6100 Red Hook Qtr B3
Cyril E King Airport St Thomas, VI 00802
St Thomas, VI 00802

Business Phone: [REDACTED] Fax: _____ Email: _____

2. Business/Entity Description

Type of Business: Gasoline Storage NAICS: 424720 Annual Sales: N/A

Date Established: 12/12/2011 Number of Employees: 1 Number of Offices: 1

DBA Corporation Nonprofit Corporation Partnership

Type of Entity: 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 checked="" type="checkbox"/> 1 - 10	<input type="checkbox"/> 11 - 20	<input type="checkbox"/> 21 or more.
	Total Amount	<input type="checkbox"/> \$1 - \$5,000	<input type="checkbox"/> \$5,001 - \$25,000	<input checked="" type="checkbox"/> \$25,001 or more.
	Transaction Type	<input type="checkbox"/> Cash <input type="checkbox"/> Payroll <input type="checkbox"/> Account Transfers <input type="checkbox"/> ACH <input type="checkbox"/> Checks <input type="checkbox"/> POS <input type="checkbox"/> Electronic Transfers <input checked="" type="checkbox"/> Other: <u>Wire Transfer</u>		
Debits	Transactions	<input checked="" type="checkbox"/> 1 - 10	<input type="checkbox"/> 11 - 20	<input type="checkbox"/> 21 or more.
	Total Amount	<input type="checkbox"/> \$1 - \$5,000	<input type="checkbox"/> \$5,001 - \$25,000	<input checked="" type="checkbox"/> \$25,001 or more.
	Transaction Type	<input type="checkbox"/> Cash <input type="checkbox"/> Payroll <input type="checkbox"/> Account Transfers <input type="checkbox"/> ACH <input checked="" type="checkbox"/> Checks <input type="checkbox"/> POS <input type="checkbox"/> Electronic Transfers <input checked="" type="checkbox"/> Other: <u>Wire Transfer</u>		

International Transactions - Wire Transfers N/A

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

6. Initial Deposit and Origin of Funds

Initial Deposit: 0 Origin of Funds: now withdrawn into account 2/23/12.

If the initial deposit is greater than \$500,000; indicate the source of wealth: \$25,000

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 <input checked="" type="checkbox"/>	No <input type="checkbox"/>
B. Does the business have a private ATM machine on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Is the business a nonprofit organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Is the business a political committee or organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Is the business related to an officer of a foreign government? Indicate the type of relationship:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Is the business engaged in activities related to Internet gambling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. Verification System- For use only as Contingency Plan CH EX SYSTEM was called SDNY GM 00013831

Business Verification Results for Freedom Air Petroleum, LLC

RESULTS SUMMARY

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

Override Comments:

On 02/10/12 at 09:09:18 Madelin Colon Added: Cleared - Other (type in reason)SS-4 form dated 12/19/2011 was received from client in addition to the Articles of Incorporation and the Operating Agreement.

INPUT DATA

EIN: [REDACTED]
Name: Freedom Air Petroleum, LLC
Address: Middle Bay General Aviation Hanger Cyril E King Airport St Thomas VI 00802
Phone:
Account number:

Account Status: OPENED

[Print This Page - Close](#)

IMPORTANT INFORMATION FOR CONSUMER REPORT & IDENTITY VERIFICATION SERVICES

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

https://production.penleyinc.com/penley/secure/VPEReportDetail.do?mode=print&oid=NO_GM_2000212

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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)

Freedom Air Petroleum LLC

Fed Tax ID: [REDACTED]

Middle Bay General Aviation Hanger
St Thomas, VI 00802

Non FCRA

Identification Information

Federal Tax Id & Business Name Match : No

ChexSystems® History

- No Closures Found
- No Purchased Debt Found
- No Previous Inquiries Found

Inquiry ID

528495928

Reference Detail

Transaction Tracking ID: 1328886619276:243:UXAP302P_Z1:

[Print This Page - Close](#)

https://production.penleyinc.com/penley/secure/chexSystemsBusinessReport.do?reportId=GM_201002012

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

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

Name: Jeffrey Initial: E Last Name: epstein
 Date of Birth: 1/20/1953 Place of Birth: NY Social Security: [REDACTED]
 Citizenship: USC Home Phone: [REDACTED] Other: _____
 Physical Address: Little St James Island Mailing Address: 6100 Red Hook Qtr B-3
St Thomas, VI 00802 St Thomas, VI 00802

Place of Employment: Financial Trust Company, Inc Employment Address: 6100 Red Hook Qtr B-3
 Occupation: Financial Consultant St Thomas, VI 00802
 Work Phone: [REDACTED] Email: _____
 Relation Account Title: Owner

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	D/L	C000000029913	VI	01/20/2015
2nd	PP	207320604	US	10/10/2012

2. Income

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

3. Client Classification

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

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

Madelin Colon [Signature] 1082 3/12/12
 Name Signature Officer No. Date

Comments, if applicable: _____

Interviewed by: [Signature] [Signature] 2/10/12
 Name Signature Date

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

Existing Account Number [REDACTED]	Account Number which is attached to the Signer [REDACTED]
---------------------------------------	--

1. Authorized Signer Information

Name: Jeanne Initial: E Last Name: brennan
 Date of Birth: [REDACTED] Place of Birth: NY Social Security: [REDACTED]
 Citizenship: USC Home Phone: [REDACTED] Other: [REDACTED]
 Physical Address: [REDACTED] Mailing Address:
 6501 Red Hook Ste 201
 St Thomas, VI 00802

Place of Employment: Financial Trust Company, Inc Employment Address:
 Occupation: CPA 6100 Red Hook Qtr B-3
 Work Phone: [REDACTED] St Thomas, VI 00802
 Email: [REDACTED]
 Relation Account Title: Manager

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	PP	[REDACTED]	US	05/19/2018
2nd	Voters	[REDACTED]	VI	

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
Madelin Colon [Signature] 1082 [Officer No.] 3/12/12 [Date]
 Name Signature Officer No. Date
 Comments, if applicable: _____
 Interviewed by: Sprui [Signature] 2/10/12 [Date]
 Name Signature Date

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

Existing Account Number [REDACTED]	Account Number which is attached to the Signer [REDACTED]
---------------------------------------	--

1. Authorized Signer Information

Name: Darren Initial: L Last Name: indyke
 Date of Birth: [REDACTED] Place of Birth: NY Social Security: [REDACTED]
 Citizenship: USC Home Phone: [REDACTED] Other: _____
 Physical Address: [REDACTED] Mailing Address:
 6100 Red Hook Qtr B-3
 St Thomas, VI 00802

Place of Employment: HBRk Associates Employment Address:
 Occupation: Attorney 301 E 66th St Ste 10F
 Work Phone: [REDACTED] New York, NY 10065
 Email: [REDACTED]
 Relation Account Title: Attorney

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	DL	[REDACTED]	NJ	04/30/2014
2nd	PP	[REDACTED]	US	03/10/2012

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

Name: <u>Madelin Colon</u>	Signature: <u>[Signature]</u>	Officer No.: <u>1082</u>	Date: <u>3/12/12</u>
----------------------------	-------------------------------	--------------------------	----------------------

Comments, if applicable: _____

Interviewed by: <u>[Signature]</u>	Signature: <u>[Signature]</u>	Date: <u>2/10/12</u>
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Customer Due Diligence For Additional Signers on Individual Accounts or Authorized Signatures on Business Entities Accounts

Existing Account Number [REDACTED]	Account Number which is attached to the Signer [REDACTED]
---------------------------------------	--

1. Authorized Signer Information

Name: Harry Initial: I Last Name: beller
 Date of Birth: [REDACTED] Place of Birth: NY Social Security: [REDACTED]
 Citizenship: USC Home Phone: [REDACTED] Other: _____
 Physical Address: [REDACTED] Mailing Address:
6100 Red Hook Qtr B-3
St Thomas, VI 00802

Place of Employment: HBRK Associates Employment Address:
 Occupation: Accountant 301 E 66th St Ste 10F
New York, NY 10065
 Work Phone: [REDACTED] Email: _____
 Relation Account Title: Accountant

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	DL	[REDACTED]	NY	05/09/2019
2nd	PP	[REDACTED]	US	10/04/2014

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
Madelin Colon [Signature] 1052 3/12/12
 Name Signature Officer No. Date

Comments, if applicable: _____

 Interviewed by: [Signature] [Signature] 2/15/12
 Name Signature Date

Account Type: <i>Commercial Checking</i>	Account Number: [REDACTED]	Sign. Req. 1	Date: 2/10/12
Address: <i>Middle Bay General Aviation Hangar Cyril E King Airport St. Thomas U.S. 00802</i>		Tel: [REDACTED]	
Name: LSI Employees LLC <i>Freedom Air Petroleum LLC</i>	EIN: [REDACTED]		
Name: <i>Harry Beller</i> <i>Harry Beller</i>	SSN: [REDACTED] ID Type: <i>DK</i> No: [REDACTED]		
Name:	SSN: ID Type: No:		
Name:	SSN: ID Type: No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: <i>Ignacio R. Pabiscot</i> Authorized by: <i>J. Beller</i>		

Account Type: <i>Commercial Checking</i>	Account Number: [REDACTED]	Sign. Req. 1	Date: 2/10/12
Address: <i>Middle Bay General Aviation Hangar Cyril E King Airport St. Thomas U.S. 00802</i>		Tel: [REDACTED]	
Name: LSI Employees LLC <i>Freedom Air Petroleum LLC</i>	EIN: [REDACTED]		
Name: <i>Jeanne Brennan</i> <i>Jeanne Brennan</i>	SSN: [REDACTED] ID Type: <i>PP</i> No: [REDACTED]		
Name:	SSN: ID Type: No:		
Name:	SSN: ID Type: No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: <i>Ignacio R. Pabiscot</i> Authorized by: <i>J. Brennan</i>		

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Account Type: <i>Commercial Checking</i>	Account Number: [REDACTED]	Sign. Req. 1	Date: 2/10/12
Address: <i>Middle Bay General Aviation Hangar Cyril E King Airport St. Thomas VI 00802</i>		Tel: [REDACTED]	
Name: LSI Employees LLC <i>Freedom Air Petroleum LLC</i>	EIN: [REDACTED]		
Name: Darren Indyke <i>Darren Indyke</i>	SSN: [REDACTED] ID Type: <i>DL</i> No: [REDACTED]		
Name:	SSN: ID Type: No:		
Name:	SSN: [REDACTED] ID Type: No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: <i>Ignacio Masolot</i> Authorized by: <i>[Signature]</i>		

Account Type: <i>Commercial Checking</i>	Account Number: [REDACTED]	Sign. Req. 1	Date: 2/10/12
Address: <i>Middle Bay General Aviation Hangar Cyril E King Airport St. Thomas VI 00802</i>		Tel: 3407752505	
Name: Freedom Air Petroleum LLC	EIN: [REDACTED]		
Name: Jeffrey Epstein <i>[Signature]</i>	SSN: [REDACTED] ID Type: <i>DL</i> No: <i>000000029913</i>		
Name:	SSN: ID Type: No:		
Name:	SSN: ID Type: No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: <i>Ignacio Masolot</i> Authorized by: <i>[Signature]</i>		

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Date of this notice: 12-19-2011

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
[REDACTED]

FREEDOM AIR PETROLEUM 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 [REDACTED]. 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 [REDACTED] (TTY/TDD [REDACTED]) 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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Keep this part for your records.

CP 575 G (Rev. 7-2007)

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

CP 575 G

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 12-19-2011
EMPLOYER IDENTIFICATION NUMBER: [REDACTED]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

FREEDOM AIR PETROLEUM LLC
JEFFREY EPSTEIN SOLE MBR
9100 HAVENSIGHT 15 16
ST THOMAS, VI 00802

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Corp No. 581842

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

CERTIFICATE OF EXISTENCE

To All To Whom These Presents Shall Come:

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

I further certify that the records of this office disclose that

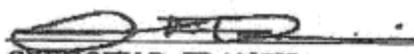
FREEDOM AIR PETROLEUM, LLC

Limited Liability Company

was duly registered to conduct business in the Territory on November 28, 2011 and has a legal existence as a Limited Liability Company so far as the records of this office show.



Witness my hand and the seal of the Government of the Virgin Islands of the United States, at Charlotte Amalie, St. Thomas, this 30th day of November, 2011.



GREGORY R. FRANCIS
Lieutenant Governor of the Virgin Islands

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Virgin Islands

Limited Liability Company Letter and Security Agreement

Date 12/12/2011

We the undersigned Members, Managers, or Officers of Freedom Air Petroleum LLC ("Company") located at Middle Bay General Aviation Hangar Cyril King Airport 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): Larry Visoski (Indicate Name of Manager or Name(s) or Title(s) of Officer(s))

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

1. FirstBank ("Bank") is hereby designated as depository of Company, and any Authorized Person is authorized to deposit or designate for deposit any funds of Company in Bank at any of its branches. Bank may at any time refuse to accept and/or may return by ordinary mail or otherwise the whole or any part of a deposit.

2. The following duly appointed Authorized Person(s) Jeffrey Epstein, Member Darren Indyke, Attorney Jeanne Brennan, Accountant 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)"). Notwithstanding the above, any Authorized Person is authorized singly to: (1) initiate Automated Clearing House ("ACH") debits without a signature; (2) initiate payments by use of Depository Transfer Checks ("DTC") without a signature other than the name of Company printed on the DTC; or (3) give Instructions, by means other than the signing of an item, with respect to any account transaction, including, but not limited to the payment, transfer or withdrawal of funds by wire, computer or other electronic means, or otherwise, or of money, credits, items or property at any time held by Bank for account of Company ("Instructions").

3. Bank is hereby authorized to honor and pay Items, whether signed by hand or by facsimile (including, but not limited to, computer generated) signature(s). In the case of facsimile signatures, Bank is authorized to pay any Item if the signature, regardless of how or by whom affixed, and whether or not the form of signature used on such Item was actually prepared by or for Company, resembles the specimens filed with Bank by Company. Bank is further authorized to honor and pay DTCs, ACHs, Instructions, and other orders given singly by any Authorized Person, including such as may bring about or increase an overdraft and such as may be payable to or for the benefit of any Authorized Person or other Manager or Member or employee individually, without inquiry as to the circumstances of the issuance or the disposition of the proceeds thereof and without limit as to amount.

4. Bank is hereby authorized to accept for deposit, for credit, or for collection, or otherwise, Items endorsed by any person or by stamp or other impression in the name or account number of Company without inquiry as to the circumstances of the endorsement or any lack of endorsement or the disposition of the proceeds.

5. The following Authorized Persons Jeffrey Epstein, 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, applications for letters of credit, instruments of guarantee an indemnity and any agreements or undertakings, general or specific, with respect to any of the foregoing, and as security for the payment of loans, advances, indebtedness, guarantees and liabilities of, or credit given to, Company or others to pledge, hypothecate, mortgage, assign, transfer, grant liens and security interests in, give rights with respect to, endorse and deliver property of any description, real or personal, and any interest therein and evidence of any thereof at any time held by company, and to execute mortgages, deeds of trust, security agreements, instruments of transfer, assignment or pledge, powers of attorney and other agreements or instruments

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

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

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

Very truly yours,

Freedom Air Petroleum LLC
Name of Company

Middle Bay General Aviation Hangar Cyril King Airport St. Thomas
USVI
Address

By: Jeffrey Epstein 

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

By: Larry Visoski 

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

AFFIDAVIT RE NOT DOING BUSINESS

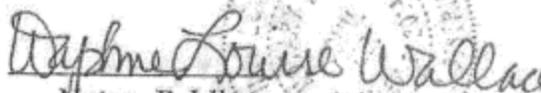
I, Lawrence Visoski, being of lawful age and after having been duly sworn, hereby state that:

1. I am the Manager of Freedom Air Petroleum L.L.C. ("the Company").
2. I hereby confirm that the Company never did any business of any kind from the date of the filing of the Articles of Organization through the date of this statement, and further state that the Company has no intention of doing any business in the foreseeable future.
3. I hereby further confirm that the Company was formed to hold certain assets for use by the sole member of the Company and other affiliated entities owned by the sole member.
4. I hereby further confirm that the Company will not do any business of any kind prior to applying for and obtaining a United States Virgin Islands Business License, a copy of which will be delivered to the Bank.
5. The Company requires a bank account for the purpose of paying its ongoing expenses.
6. I have personal knowledge of the facts herein stated.



LAWRENCE VISOSKI

SUBSCRIBED AND SWORN to me this 7TH day of FEBRUARY, 2015



Notary Public

NOTARY PUBLIC

Name: *Daphne Louise Wallace*

My Commission Exp: January 6, 2014

NP Commission # NP-007-10

St. Thomas/St. John, USVI District

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**OPERATING AGREEMENT
OF
FREEDOM AIR PETROLEUM, LLC
A U.S. Virgin Islands Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of December 12, 2011 by Jeffrey E. Epstein (hereinafter referred to as "Sole Member"), with an address at 9100 Havensight, Port of Sale, Suite 15/16, St. Thomas, USVI 00802 and who hereby forms FREEDOM AIR PETROLEUM, LLC, a U.S. Virgin Islands limited liability company (the "Company") pursuant to the U.S. Virgin Islands Uniform Limited Liability Company Act (the "Act") upon the following terms and conditions:

**SECTION I
ORGANIZATION & FORMATION**

A. Formation. The Company has been organized as a U.S. Virgin Islands limited liability company under and pursuant to the U.S. Virgin Islands Limited Liability Company Act (the "Act") by the filing of Articles of Organization ("Articles") with the Office of the Lieutenant Governor, on October 31, 2011, as required by the Act. Amendments to the Articles of Organization were filed with the Office of the Lieutenant Governor on December 6, 2011.

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

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

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

E. 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: Erika A. Kellerhals, at 9100 Havensight, Port of Sale, Suite 15/16, St. Thomas, U.S. Virgin Islands 00802. The Company's principal place of business is 9100 Havensight, Port of Sale, Suite 15/16, St. Thomas U.S. Virgin Islands 00802 or such other place or places as the Sole Member may hereafter determine.

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," as recorded in the Company's records. Upon the formation of the Company, the Sole Member shall make a capital contribution to the capital of the Company in the amount of cash, or of the property-in-kind, or both, set forth opposite the Sole Member's name on the Schedule of Capital Contributions attached hereto. The Company shall thereupon issue to the Sole Member that 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 Units together with the management and voting rights in 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 provision of this Article.

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

(a) The fair market value of the members' initial capital contribution and any additional capital contributions by the members to the Company. If any property, other than cash, is contributed to or distributed by the Company, the adjustments to

Capital Accounts required by Treasury Regulation Section 1.704-1(b)(2)(iv)(d), (e), (f) and (g) and Section 1.704-1(b)(4)(I) shall be made.

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

(c) Allocations to the members of Profit.

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

(e) The amount of Company liabilities that are assumed by the 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 it pursuant to this Agreement, and the members' share of Company expenditures which are neither deductible nor properly chargeable to Capital Accounts under Code Section 705(a)(2)(B) or are treated as such expenditures under Treasury Regulation Section 1.704-1(b)(2)(iv)(i). "Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulation Section 1.704-2.

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

SECTION IV **ALLOCATIONS AND DISTRIBUTIONS**

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

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

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

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

C. Distribution upon Liquidation of the Company.

1. At the termination of the Company and after the Company has satisfied or provided for the satisfaction of all the Company's debts and other obligations, the Company's assets will be distributed in cash to the Sole Member and any dissociated members whose Membership Units have not been previously redeemed first, in discharge of their respective Capital Accounts; 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 Membership Units 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 as listed in the Articles of Organization. Any successor Manager shall be appointed by the Sole Member. 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 written 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. 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, the 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 the sole Member and the Manager and their respective heirs, personal representatives, and successors and may indemnify, defend and hold 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, harmless 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 reasonable attorney's fees arising from or related to, the Company or any act or omission of the Member or Manager 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 Member or the Manager against whom a claim is asserted. The Company may advance to any Member or Manager 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 or the Manager, or any employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorneys' fees, incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein.

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

SECTION VII LIQUIDATION

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

SECTION VIII MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

WITNESSETH:

Jeffrey E. Epstein

By: _____

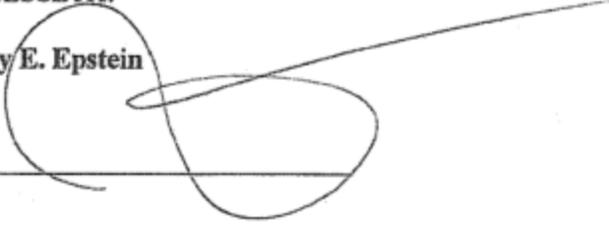


EXHIBIT A

MEMBER LISTING; CAPITAL CONTRIBUTIONS

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

ACCEPTED AND AGREED:

By: _____

JEFFREY E. EPSTEIN

December 12, 2011

DATE

ARTICLES OF ORGANIZATION
OF
FREEDOM AIR PETROLEUM, LLC

DATE STAMPED
COPY

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

ARTICLE ONE
NAME, ADDRESS AND PRINCIPAL OFFICE

Name and Address

1. The name and address of the limited liability company shall be Freedom Air Petroleum, LLC (the "Company"), 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands 00802. The physical address of the Company shall be 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands 00802.

Principal Office

2. The principal office and permanent address for the transaction of business of the Company shall be the address stated in Paragraph 1 of these Articles as the physical address of the Company.

Resident Agent and Office

3. The mailing address of the Company's initial designated office is 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands 00802.

The physical address of the Company's designated office is 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands 00802.

The name of its initial resident agent at such address is Kellerhals Ferguson LLP.

The resident agent's physical address is 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands 00802.

The resident agent's mailing address is 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands 00802.

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

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ARTICLE TWO
PURPOSE

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

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

ARTICLE THREE
DURATION AND CONTINUITY

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

ARTICLE FOUR
ORGANIZER

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

Erika A. Kellerhals

Mailing Address: 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands 00802

Physical Address: 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands 00802

ARTICLE FIVE
MANAGEMENT

The Company shall be member managed.

ARTICLE SIX
CAPITAL

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

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ARTICLE SEVEN
LIMITATION OF LIABILITY

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

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

ARTICLE EIGHT
MEMBER LIABILITY

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

ARTICLE NINE
SEVERABILITY

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

[signature page follows]

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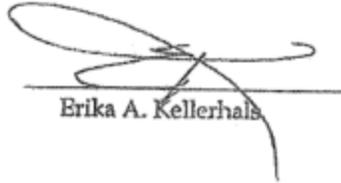
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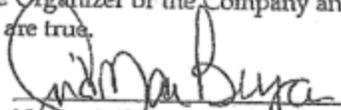
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IN WITNESS WHEREOF, the undersigned person has hereunto set her hand as Organizer of the Company this 28th day of November, 2011.


Erika A. Kellerhals

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

BEFORE ME, the undersigned authority, on this 28th day of November, 2011, personally appeared Erika A. Kellerhals who, being by me first duly sworn, declared that he is the person who signed the foregoing document as the Organizer of the Company and that the statements contained in these Articles of Organization are true.


Notary Public in and for the Territory of the United States Virgin Islands
My commission expires: 9/28/13

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

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CO

CERTIFICATION OF BENEFICIAL OWNER(S)

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

Person opening an account on behalf of a legal entity must provide the following information:			Account # [REDACTED]
1. First Name and title of Natural Person Opening Account JEFFREY	2. Last Name EPSTEIN	3. Middle Initial E	
4. Name and type of Legal Entity for Which the Account is Being Opened FREEDOM AIR PETROLEUM, 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) [REDACTED]	15. Identification Number (SSN, Passport Number or other similar identification number) [REDACTED]	
15a. State of Issuance: USA	15b. Country of Issuance: USA	16. Ownership % 100	

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

SECTION II

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

17. First Name Jeffrey	18. Last Name Epstein	19. M.I. E	20. Date of Birth 01/20/1953
21. Address 6100 Red Hook Quarter B3	22. City St. Thomas	23. State USVI	24. ZIP/Postal Code 00802
25. Country USA	26. SSN SSN (U.S. Persons/ Non-U.S. Persons) [REDACTED]	27. Identification (SSN, Passport Number or other similar identification number) [REDACTED]	
27a. State of Issuance: USA	27b. Country 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: 02/11/2019

(MM/DD/YYYY)

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Legal Entity Identifier (Optional): _____

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Additional Section 1 - Second Beneficial Owner (If required)

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

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

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

Additional Section 1 - Third Beneficial Owner (If required)

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

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

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

Additional Section 1 - Fourth Beneficial Owner (If required)

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

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

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

Additional Section 1 - Fifth Beneficial Owner (If required)

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

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

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

Additional Section 1 - Sixth Beneficial Owner (If required)

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

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

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

Additional Section 1 - Seventh Beneficial Owner (If required)

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

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

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