

COLONIAL BANK
RECORDS

SDNY_GM_02771417

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258225

EFTA01337869

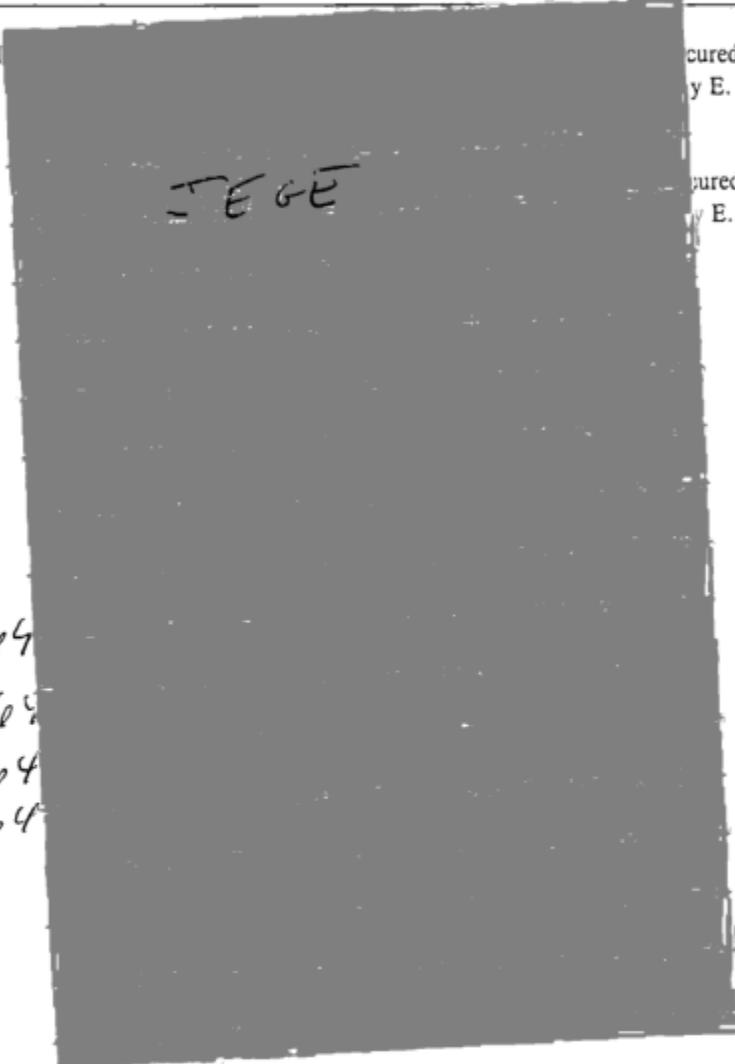
RELATIONSHIP APPROVAL TICKET

Prepared By: NJB

Full Name of BORROWER(S)	Jeffrey E. Epstein	ORIGINAL DATE	First Request
MAILING ADDRESS	457 Madison Ave. 4th Floor New York, NY 10020	OFFICER	H. Loy Anderson, Jr.
PHONE	[REDACTED]	OFFICER #	1
TAX ID #(S)	[REDACTED]	REFERRING OFFICER	Nancy Bruno
RELATED BORROWERS		LOAN GRADE	3
		OBLIGOR NUMBER	
		NAICS CODE #	

PERCENTAGE	LAST APPROVAL	OWING AS OF	DESIRED	BASIS
	(8/1/02)	(6/21/02)		

4.5% Fixed	\$25,000	\$1	[REDACTED]	(secured) INO NES, y E. Epstein
\$18 Annual Fee				
4.5% Fixed			[REDACTED]	(secured) INO Jebe, y E. Epstein
\$18 Annual Fee				



cop- 44701153400064
 David Rodgers 64
 Larry Wisoski 64
 Larry Morrison 64

TOTALS	\$25,000	\$12,468	\$60,000
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APPROVAL

6/21/02
Date

H. Loy Anderson, Jr.

SDNY_GM_02771418

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

RELATIONSHIP APPROVAL TICKET

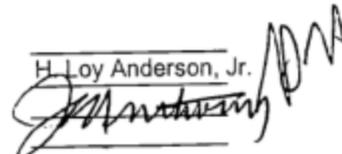
Prepared By: NJB

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PHONE	[REDACTED]	OFFICER #	1
TAX ID #(S)	[REDACTED]	REFERRING OFFICER	Nancy Bruno
RELATED BORROWERS		LOAN GRADE	3
		OBLIGOR NUMBER	
		NAICS CODE #	

TYPE	LAST APPROVAL (8/1/02)	OWING AS OF (6/21/02)	DESIRED	BASIS
14.5% Fixed \$18 Annual Fee	\$25,000	\$12,468	\$35,000	Visa Business credit card (unsecured) INO NES, Personally guaranteed by Jeffrey E. Epstein
14.5% Fixed \$18 Annual Fee			\$25,000	Visa Business credit card (unsecured) INO Jebe, Personally guaranteed by Jeffrey E. Epstein

Cap. 4470115340006468-25,000
 David Rodgers 6476
 Larry Wisoski 6484
 Larry Morrison 6492

TOTALS \$25,000 \$12,468 \$60,000

APPROVAL
 6/21/02
 Date
 H. Loy Anderson, Jr. 

SDNY_GM_02771419

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Inquiry Information:

Date of Inquiry: 06/05/2002
 UserID: ANNL
 Subject Information: Name: Epstein, Jeffrey E
 SSN: [REDACTED]
 Current Address: 457 Madison AV
 New York, NY 10020

Report Results

ENH BEACON SCORE: 699 00022/00010/00008
 ACCOUNT NOT PAID AS AGREED, PUBLIC RECORD OR COLLECTION AGENCY FILING
 PROPORTION OF BALANCES TO CREDIT LIMITS, TOO HIGH ON BANK/OTHER REVOLVING ACCTS
 TOO MANY INQUIRIES LAST 12 MONTHS
 SSN ISSUED-67 STATE ISSUED-NY

* 048 EQUIFAX INFORMATION SERVICES LLC, P O BOX 740241,
 , ATLANTA, GA, 30374-0241, 800/685-1111

*EPSTEIN,JEFFERY,E SINCE 04/22/77 FAD 05/03/02 FN-307
 457,MADISON,AVE,NEW YORK,NY,10022,TAPE RPTD 01/99
 358,EL BRILLO,WAY,PALM BEACH,FL,33480,TAPE RPTD 08/98
 265,E 66TH,ST,NEW YORK,NY,10021,TAPE RPTD 04/98
 BDS-01/20/1953,SSS-090-44-3348, SSN VER - Y
 01 ES-,SELF EMPLOYED
 02 EF-CONSULTING PRES,J EPSTEIN CO,NEW YORK,NY
 03 E2-,BEARS STEARNS

*SUM-02/77-05/02, PR/OI-NO, COLL-YES, FB-NO, ACCTS:11, HC\$1000-205K, 10-ONES, 1-OT
 ER.

***** COLLECTION ITEMS *****

LIST RPTD	AMT/BAL	DLA/ECOA	AGENCY/CLIENT	STATUS/SERIAL
10/98 12/98	\$180	08/98*	465YC93 DRS BUSBUR	UNPAID
	\$180	U	IMAGING ASSOCIA	2853977

FIRM / IDENT CODE	CS	RPTD	LIMIT	HICR	BAL \$	DLA MR (30-60-90+)	MAX/DEL
ECOA/ACCOUNT NUMBER		OPND	P/DUE	TERM		24 MONTH HISTORY	
BKCARD SER*6680N9235	R1	05/02	1000	---	0	04/02	41
I/541329534000		11/98	---	---			
CREDIT CARD							
CHASE NA *426BB3859	R1	05/02	18600	---	0	02/02	28
I/526327100960		03/85	---	---			
CREDIT CARD							
CHASE NA *4960N598	R1	05/02	5500	---	16	05/02	43
I/4305870160		10/98	---	10			
CREDIT CARD							
BLMD/FDSB *404DC21	R1	03/02	2001	---	0		30
I/445507		01/79	---	---			

<https://www.eport.equifax.com/edat/servlet/com.equifax.gt.edat.ui.ResultRouter>

6/5/2002

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

J66

TELEPHONE [REDACTED]
TELEFAX [REDACTED]

March 31, 2005

Jeffrey
Colonial Bank

Re: Main account #: [REDACTED]

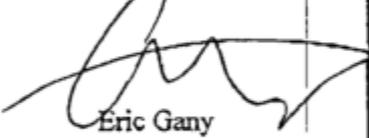
VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Add a new card for William G. Hammond with a credit limit of \$2,500 Social Security # [REDACTED]
- Reduce Larry Morrison credit limit to \$2,500.

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

Visa Business Card Regulations



PALM BEACH NATIONAL BANK & TRUST COMPANY

3931 RCA Blvd Suite 3102 Palm Beach Gardens, FL 33410

The Undersigned Holder agrees to the following terms and conditions:

Dated this 7 day of May, 2002

JEGE, INC. Name of Holder (Name of Corporation, Partnership, Proprietorship)

By: [Signature] Authorized Signature

Pres. Title

- 1. Agreement. These regulations govern the possession and use of VISA Business Cards ("card") issued by Palm Beach National Bank & Trust Co. ("Issuer"). Each party that applies for a VISA Business Card is referred to in these regulations as a Holder. Issuer shall establish an account for each person designated by Holder as an authorized user ("Authorized User"). Holder consents and agrees to these regulations and to the terms contained on the cards, any sales drafts, credit adjustment memos or cash advance drafts signed by or given to Holder or any Authorized User. The provisions of these regulations, as they may be amended from time to time as provided in these regulations, govern Holder's obligations, notwithstanding any additional or different terms contained in the cards, sales drafts, credit adjustment memos and cash advance drafts or any other documents evidencing an account transaction. Holder authorizes an investigation of its credit standing prior to the issuance of cards and at any time thereafter, and authorizes disclosure of information to third parties relating to its credit standing. If Holder or Authorized User requests any VISA Business Card services, Holder or Authorized User consents to the release of Holder's or Authorized User's personal data to VISA USA, Inc. and its member financial institutions and/or their respective contractors for the purposes of providing such services.
2. Membership. A non-refundable annual membership fee of N/A will be assessed per card. Holder represents that cards will be used exclusively for business purposes and not for personal, family, household or agricultural purposes.
3. Use of Card. Credit for purchases from a merchant or cash advances from a participating financial institution may be obtained by presenting the card to the merchant or participating financial institution, and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The card may also be used to obtain cash advances from certain automated equipment provided it is used with the correct personal identification number ("PIN"). The amount and frequency of cash withdrawals and purchases may be limited. Except as provided below with respect to Holder's liability for unauthorized use where Issuer has issued ten (10) or more cards at Holder's request, Holder will be liable up to a maximum of \$50.00 for the unauthorized use of a card or PIN issued at Holder's request for charges that occur before Issuer receives notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN. If Issuer has issued ten (10) or more cards at Holder's request, Holder will be liable for any and all unauthorized use of a card. Unauthorized use is any use by an individual other than an Authorized User if without the knowledge or consent of the Holder. Any use of the card or PIN by an Authorized User, or by any other with the knowledge or consent of the Authorized User, or Holder, is authorized use. Lost or stolen cards or PINs should be reported immediately to Issuer by notifying BankCard Center, P.O. Box 1111, Madison, WI 53701-1111, Telephone (608)829-6100 or 1-800-221-5920. Holder shall be liable for all charges, fees and other costs that accrue on each account.
4. Credit Line. Holder will from time to time be informed of the amount of the approved credit line under each account established for Holder, and Holder covenants not to make, authorize or allow credit purchases or borrowings in excess of the amount. However, notwithstanding such credit line, Holder is liable for all purchases and borrowings made with its cards by it or by anyone authorized to use the cards.
5. Payment. Holder will be furnished at the address identified by Holder, a monthly statement for each account for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. The full amount billed ("New Balance") is due on demand. If Issuer does not demand payment of the New Balance on the monthly billing statement, either (a) the New Balance or, (b) a Minimum Payment of the greater of \$20 or 5 % of the New Balance, shall be paid within 25 days after the Closing Date of that billing statement. Payments must be made at BankCard Center, Milwaukee, Wisconsin, 53288-0200. Payments made at any other location may cause delay in crediting the account. Payments received after 2:00 P.M. on any Monday through Friday, but excluding federal legal holidays, or at any time on any non-banking day will be considered as payments made on the following banking day. All payments will be applied first to interest, second to additional fees, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account, and then to current cash advances, purchases and other similar charges in the order of their entry to the account.
6. Finance Charges. Interest shall accrue on each account as shown on the monthly statements, for each billing period in which there is a cash advance or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. Interest is computed by applying the monthly periodic rate of 1.208% (ANNUAL PERCENTAGE RATE OF 14.5%) to the average daily balance of the account. To get the average daily balance, we take the beginning balance of the account each day, add any new cash advances, credit purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and other unpaid fees. This gives us the daily balance.

- Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. Interest accrues on credit purchases beginning on the date the purchase is posted to the account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of average daily balance if the Previous Balance shown on the front of the statement is paid in full prior to the Closing Date. Interest on cash advances begins to accrue on the date the advance is posted to the account. Additional interest on an account may be avoided by paying in full the New Balance shown on the account's monthly statement within 25 days after the Closing Date for that statement.
7. Additional Fees. Each account shall be subject to the following additional fees: (1) \$25 late charge if any minimum payment is not paid in full on or before the due date shown on the monthly statement issued immediately after the monthly statement on which the unpaid minimum payment first appears; (2) \$10 for each cash advance; (3) \$5 for replacement of a card; and (4) reasonable charges according to the then current fee schedule for additional copies of monthly statements, drafts and receipts requested. Fees imposed will be posted to the account.
8. Foreign Transactions. If a Holder's card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International. VISA converts foreign currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. The exchange rate is increased by 1% if the conversions made in connection with a charge to an account and decreased by 1% if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.
9. Disputes. Issuer is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a card. Issuer has no responsibility for merchandise or services obtained with a card and any dispute concerning merchandise or services will be independently settled by Holder with the merchant concerned.
10. Default. Holder covenants to observe and comply with these regulations and not to permit an event of default to occur. Holder further covenants not to take any action or permit any event to occur which materially impairs Holder's ability to pay when due. Upon the occurrence of any one or more of the following events of default; (a) Holder fails to pay at least the Minimum Payment when due; (b) Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings; (c) Holder fails to observe any covenant or duty contained in these regulations; (d) any item in any financial statement delivered by Holder to Issuer is false in any material respect when given; or (e) the occurrence of default under any agreement securing the obligations hereunder; the full amount of Holder's account shall, at Issuer's option become immediately due and payable. Holder agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Holder or incident to any action or proceeding involving Holder brought pursuant to the United States Bankruptcy Code).
11. Right of Setoff. Issuer has the right of setoff against any deposit account Holder maintains with Issuer to satisfy any obligations of Holder to Issuer.
12. Termination. Holder's consent to these regulations may be terminated at any time by surrendering the cards issued to Holder or at Holder's request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination. Termination by any Holder shall be binding on each Authorized User. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended, Holder's privileges to use the cards may be revoked or limited by Issuer to the extent not prohibited by law. The cards are and shall remain the property of Issuer and Holder agrees to surrender them to Issuer upon demand. Holder agrees to notify Issuer immediately of any cancellation of an Authorized User's charging privileges. Holder shall return to Issuer any cards issued to Authorized Users whose privileges have been terminated.
13. Amendments. Issuer may amend these regulations and may amend the charge terms from time to time and will mail to Holder at Holder's last known address as shown on the records of Issuer written notice of any such change not less than 15 days prior to its effective date, or as otherwise required by law. Invalidation of any provision of these regulations shall not affect the validity of any other provisions.
14. Governing Law. Holder agrees to be governed by Florida law with respect to all aspects of the transactions arising under these regulations.

FORM 990004 REVISED 0899

SDNY_GM_02771422

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258230

EFTA01337874

GUARANTY AGREEMENT

If the applicant for the Account is approved, then the following Guaranty will be effective. If the application for the Account is not approved, then the following Guaranty is null and void.

CONTINUING UNLIMITED GUARANTY. For good and valuable consideration, and for the purpose(s) of inducing Palm Beach National Bank & Trust Company ("Bank") to extend, make, renew, modify and or continue to extend, make, renew or modify the Business Credit Card Account of [605, 122] (the "Borrower") the undersigned Guarantor (jointly and severally, if more than one, "Guarantor") absolutely and unconditionally guarantees and promises to pay to Bank or its order, on demand, in lawfully obtained legal tender of the United States of America, the Account indebtedness of the Borrower to Bank on the terms and conditions set forth in this Guaranty. Under this Guaranty, the liability of Guarantor is unlimited and the obligations of Guarantor are continuing.

NATURE OF GUARANTY. Guarantor's liability under this Guaranty shall be open and continuous for so long as this Guaranty remains in force. Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all Account indebtedness. Accordingly, no payments made upon the Account indebtedness will discharge or diminish the continuing liability of Guarantor in connection with any remaining portions of the Account indebtedness or any of the Account indebtedness which subsequently arises or is thereafter incurred or contracted. This is not a special guaranty.

DURATION OF GUARANTY. This Guaranty will take effect when received by Bank without the necessity of any acceptance by Bank, or any notice to Guarantor or the Business, and will continue in full force until all Account indebtedness incurred or contracted before receipt by Bank of any notice of revocation shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Written revocation of this Guaranty will apply only to advances or new Account indebtedness created after actual receipt by Bank of Guarantor's written revocation.

This Guaranty and Guarantor's obligations hereunder remains fully enforceable irrespective of any claim, defense or counterclaim which Borrower may assert on the Account indebtedness, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction, and usury, same of which Guarantor hereby waives along with any standing by Guarantor to assert any said claim, defense or counter claim.

GUARANTOR'S AUTHORIZATION TO PALM BEACH NATIONAL BANK & TRUST COMPANY. Guarantor authorizes Bank, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time to alter, supplement, compromise, modify, renew, extend, terminate, accelerate, waive or otherwise change one or more times the time for payment or other terms, conditions, or provisions of the Account.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Bank that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) Guarantor has, to its own satisfaction, independently investigated (and relies exclusively on); (i) Borrower's credit history; (ii) Borrower's payment history with Bank, if any; and (iii) Borrower's past, current, and projected financial condition; (c) Upon Bank's request, Guarantor will provide to Bank financial and credit information in form acceptable to Bank and (d) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Bank shall have no obligation to disclose to Guarantor any information or documents acquired by Bank in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Bank (a) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Account indebtedness or notice of any action or nonaction on the part of Borrower or (b) to resort for payment or to proceed directly or at once against any person, including Borrower or any other Guarantor.

Now or hereafter Borrower shall be or become insolvent, Guarantor hereby forever waives and relinquishes in favor of Bank and Borrower, and their respective successors, any claim, right or remedy to payment Guarantor may now have or hereafter have or acquire against Borrower that arises hereunder and/or performance by any guarantor including without limitations, any claim, remedy or right of subrogation, reimbursement, exoneration, indemnification, or participation in any claim, right or remedy of Bank against Borrower, whether or not such claim, right or remedy arises in equity, under contract, statute, common law or otherwise, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. Section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of any election of remedies by Bank which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Account indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Account indebtedness and thereafter Bank is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty. This provision shall survive termination of this Guaranty.

RIGHT OF SETOFF. Guarantor authorizes Bank, to the extent permitted by applicable law, to charge, withdraw or setoff all sums owing on the Account against any and all the accounts set forth below in the Accounts section without prior demand or notice to Guarantor.

ACCOUNTS. Accounts shall include all Guarantor's deposits, accounts (whether checking savings, or some other account) or securities now or hereafter in the possession of or on deposit with Bank or with any Bank's affiliate or subsidiary including without limitation all accounts held jointly with someone else and all accounts Guarantor may open in the future, excluding, however, all IRA, Keogh and trust accounts.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty constitutes the entire understanding, and agreement of the parties as to the matters set forth in this Guaranty and supersedes all prior understanding and correspondence, oral or written, with respect to the subject matter hereof. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the state where the Issuing Bank referenced above maintains its principal office.

Attorney's Fee; Expenses. Guarantor agrees to pay upon demand all of Bank's costs and expenses, including reasonable attorney's fees and Bank's legal expenses, incurred in connection with the Account or the enforcement of this Guaranty. Bank may pay someone else to help enforce this Guaranty and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Bank's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words Borrower and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Bank," include the heirs, successors, assigns, and transferees of each of them. Section headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty. If a court of competent jurisdiction finds any provision of this Guaranty to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and all provisions of this Guaranty in all other respects shall remain valid and enforceable.

Waiver. Bank shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Bank. No delay or omission on the part of Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver by Bank of a provision of this Guaranty shall not prejudice or constitute a waiver of Bank's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Bank, nor any course of dealing between Bank and Guarantor, shall constitute a waiver of any of Bank's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Bank is required under this Guaranty, the granting of such consent by Bank in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Bank.

There are costs associated with the use of this credit card. For specific information regarding the costs, please write us at Palm Beach National Bank & Trust Company, P.O. Box 14218, North Palm Beach, Florida 33408 or call us at 561-624-7365.

The undersigned certifies that all statements in this Application and on each document required to be submitted in connection herewith, including federal income tax returns, are true, correct and complete. The undersigned authorizes Palm Beach National Bank & Trust Company to rely upon such statements, make such inquires, and gather such information as Palm Beach National Bank & Trust Company deems necessary and reasonable to verify any information provided to Palm Beach National Bank & Trust Company on this Application on any such required document, including inquires to the Internal Revenue Service, business credit reporting and credit bureau agencies and associations, and further authorizes Palm Beach National Bank & Trust Company, its holding company and affiliates and related service corporations to exchange this application, the information contained in or submitted with this Application and all banking relationship information with each other and with business credit reporting or credit bureau agencies and associations and creditors of the undersigned. The undersigned further agrees to notify Palm Beach National Bank & Trust Company promptly of any material change in any such information.

The undersigned certifies that he/she has full authority to act on behalf of Applicant in connection with this credit request.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS.

GUARANTOR NAME PRINTED SIGNATURE DATE
JEFFREY EPSTEIN [Signature] 5/02

VII. DOCUMENTATION REQUIREMENTS

Please deliver your completed application along with the required documents to your Palm Beach National Bank & Trust Company representative for processing.

Key Policy Exceptions

<input type="checkbox"/> Credit History	<input type="checkbox"/> Loan-to-Value Ratio
<input type="checkbox"/> Debt-to-Income Ratio	<input type="checkbox"/> Satisfactory Appraisal
<input type="checkbox"/> Debt Service Ratio	<input type="checkbox"/> Personal Guarantees
<input checked="" type="checkbox"/> Financial Statement/Application/Tax Returns	<input type="checkbox"/> Constr. Loan Ratios
<input type="checkbox"/> Appropriate Terms/Amortization	<input type="checkbox"/> Closing Requirements
<input type="checkbox"/> No Policy Exceptions	<input type="checkbox"/> No Termite/Roof Insp.
	<input type="checkbox"/> No Deposit Rel'shp

JM
Loan Officer Initials

Policy Exceptions must be explained in the POLICY EXCEPTIONS paragraph of the Loan Presentation Write-Up.

DEBT RANGE: (CREDIT LINES) 2000-2001 1999-200 1998-1999

MAXIMUM

MINIMUM

DAYS OUT OF DEBT:

ACCOUNT TYPE	DIRECT		RELATED		TOTAL
	Avg. Collec	Lend. Bal.	Avg. Collec	Lend. Bal.	Avg. Collected
DDA	0	0	0	0	0
Money Market	0	0	0	0	0
Time	0	0	0	0	0
Savings	0	0	0	0	0
Total	0	0	0	0	0

Profitability Average (Months) \$

SUMMARY OF BANKING RELATIONSHIP: (date opened, account numbers, related accounts, etc.)

ACCT#	DATE OPENED	ALB
[REDACTED]	Mar-91	\$ 5,512
	Mar-91	\$ 87,143
	Jan-94	##### \$1,184,060
	Oct-97	\$ 4,866
	Jan-01	\$ 54,533
	Aug-99	\$ 113,800

FEES				
	PAID		LOAN	
	IN CASH	FINANCE	PROCEED	OTHER:
LOAN FEE				
DOC STAMPS				
INTANGIBLE TAX				
GEN FEES				
ACC FILINGS				
INTEREST				
OTHER:				

SIGNERS & TITLE:

CHECK #	ACCT #
WIRE	
OTHER:	
PAYMENT METHOD: COUPON	BILLING <input checked="" type="checkbox"/> AUTO CHARGE
LOAN DATE: TBD	FIRST PAYMENT DATE: Standard
DATE DOCUMENTS NEEDED: TBD	ACA/

SDNY_GM_02771425

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258233

EFTA01337877

CHARGE

HSBC BANK *100BB53 R1 04/01 --- 8300 0 04/00 53
 I/521531700129 10/96 --- ---
 PAID ACCOUNT/ZERO BALANCE
 ACCOUNT CLOSED BY CREDIT GRANTOR

STBC CLASS*447ON17753 R1 05/94 --- 2000 0 37
 I/583029 04/91 --- ---

REVOLVING TOTALS 27101 10300 16
 --- 10

 AMEX *402BB48257 O1 04/02 --- 181K 32214 04/02
 I/-006430063018384481 02/77 --- ---

CREDIT CARD

AMEX *402BB48257 O1 04/02 --- 205K 94724 04/02 01
 I/-006430063018336622 10/77 --- ---
 CREDIT CARD

AMEX *402BB48257 O1 04/02 --- 23439 16386 04/02 01
 I/-006430063018316341 10/00 --- ---
 CREDIT CARD

AMEX *402BB48257 O1 04/02 --- 15400 0 03/02 01
 I/-006430063018358391 06/77 --- ---
 CREDIT CARD

OPEN TOTALS --- 424839 143324
 --- ---

 GRAND TOTALS 27101 435139 143340
 --- 10

 CHASE NA *426BB3859 11/98 --- --- --- 06/97
 526327100939 03/85
 LOST OR STOLEN CARD
 CREDIT CARD
 AMOUNT IN H/C COLUMN IS CREDIT LIMIT

*INQS-INFOLINK 608ZB03120 01/03/02 PBNATBK&TR 465BB19416 09/18/01
 PBNATBK&TR 465BB19416 08/21/01 TAMINSPEC 496IZ00338 07/10/01
 &

END OF REPORT EQUIFAX AND AFFILIATES - 06/05/02

SAFESCANNED

CUSTOMER PROFILE - BALANCE SUMMARY

NEXT = PAGE 1
06/05/02 08:31:46

BANK 534 CUST # [REDACTED]
CUST NAME JEFFREY E EPSTEIN
457 MADISON AVE 4TH FL
NEW YORK NY 10020

REMARKS
HISTORICAL INFO

STATUS OPEN TAX ID S [REDACTED]
DATE OPENED 03-08-1991 HOME PHONE [REDACTED]
DATE CLOSED BUS PHONE [REDACTED]
BRANCH PALM BEACH OFFICE PRIM OFFICER H LOY ANDERSON
COST CENTER 0000200 SEC OFFICER DOROTHY WILSON

BNK APPL	ACCOUNT NUMBER	S	OPEN	P	RELATION	CDTYP	BALANCE	SRA
534 CC	5413295340001631	O	11-98	P	AUTH SIGN		979	*
534 DP	00110003094	O	03-91	P	SOLE OWNE	N 015	5,933	N *
534 DP	00110003162	O	03-91	P	SOLE OWNE	N 015	102,491	N *
534 DP	00110019191	O	01-94	P	SOLE OWNE	M 014	1,794,477	N *
534 DP	00110097453	O	10-97	P	SOLE OWNE	N 015	4,816	N *
534 DP	00110132758	O	01-01	S	AUTH SIGN	D 075	12,715	N *
534 DP	07166030107	O	08-99	P	SOLE OWNE	C 028	114,530	N *
534 HH	0009230000122560	O	09-00	P	HH RELATE			

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SDNY_GM_02771427

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258235

EFTA01337879

SYSTEM ACCOUNT INQUIRY TRIAL BALANCE
ACCOUNT: [REDACTED] INQ Y: 202 SEARCH:
NAME: EPSTEIN JE NOW ACCOUNT
BRANCH: 2 OPEN DATE: 03-08-1991
TYPE ACCT: 015 OFFICERS: 00001 00024
STATUS: SERV CHG: 809
DATE LST TRAN: 06-20-02 CHG/NO CHG: 0
DATE LST STMT: 05-31-02 ANL CYC: 101
DATE LST DEP: 06-19-02 STMT CYC: 101
LAST DEP: 15,000.00 TIMES OD-Y: 10
STOPS: N HOLDS: N RETURNS-Y:
DEBITS: 13 # CREDITS: 2
ATS IND: N SAV ACCT:
S AVG BAL: S MIN BAL:
CONS OD: 0 DORM S/C: .00
LAST CONTACT: 06-20-02 DATE LAST MAINT: 04-10-02
UAF EXCEP TERM: 0 UAF LIMIT: 9999999999
RELATED LEDG BAL: 0
AVAIL SCHEDULE: 001 AVL EXCPN DATE: 00-00-00
TIN: S 090-44-3348
ESCBAL: .00 POST ACH: Y

14:07:24 06/21/02
AUTHORITY: 0

LEDGER: 11,593.90
CURBAL: 11,593.90
AVAIL: 11,593.90
REL AVAIL: .00
AV LED: 5,512
OD CODE: 0
OD LIMIT:
STMT ENC: 13

TIMES TRANS:
PND STMT CYC: 101
DORM INT: .00
CLSE BAL: 11,596.99
ACTION CODE: 0
LAST OD/NSF: 06-10-02
AVL EXCPN PLAN: 000
MARKET: 0000

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SDNY_GM_02771428
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

ACCOUNT: [REDACTED]	TRIAL BALANCE	14:08:16	06/21/02
NAME: EPSTEIN JE	INQ .Y: 202 SEARCH:	AUTHORITY: 0	
BRANCH: 2	MONEY MARKET ACCOUNT		
TYPE ACCT: 014	OPEN DATE: 01-10-1994	LEDGER: 5,065,726.89	
STATUS:	OFFICERS: 00001 00027	CURBAL: 5,065,726.89	
DATE LST TRAN: 06-19-02	SERV CHG: 809	AVAIL: 5,065,726.89	
DATE LST STMT: 05-31-02	CHG/NO CHG: 0	REL AVAIL: .00	
DATE LST DEP: 06-19-02	ANL CYC: 101	AV LED: 1,184,060	
LAST DEP: 4,000,000.00	STMT CYC: 101	OD CODE: 0	
STOPS: N HOLDS: N	TIMES OD-Y:	OD LIMIT:	
# DEBITS: 21	RETURNS-Y:	STMT ENC: 1	
ATS IND: N	# CREDITS: 5		
S AVG BAL:	SAV ACCT:	TIMES TRANS:	
CONS OD: 0	S MIN BAL:	PND STMT CYC: 101	
LAST CONTACT: 06-19-02	DORM S/C: .00	DORM INT: .00	
UAF EXCEP TERM: 0	DATE LAST MAINT: 04-10-02	CLSE BAL: 5,067,732.25	
RELATED LEDG BAL: 0	UAF LIMIT: 99999999999	ACTION CODE: 0	
AVAIL SCHEDULE: 001	AVL EXCPN DATE: 00-00-00	LAST OD/NSF: 00-00-00	
TIN: S 090-44-3348	:	AVL EXCPN PLAN: 000	
ESCBAL: .00	POST ACH: Y	MARKET: 0000	

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ACCOUNT: [REDACTED] INQUIRY: 202 SEARCH:	TRIAL BALANCE	14:08:40 06/21/02
NAME: EPSTEIN JEFFREY E	NOW ACCOUNT	AUTHORITY: 0
BRANCH: 2	OPEN DATE: 10-21-1997	LEDGER: 4,817.87
TYPE ACCT: 015	OFFICERS: 00001 00024	CURBAL: 4,817.87
STATUS:	SERV CHG: 004	AVAIL: 4,817.87
DATE LST TRAN: 02-14-02	CHG/NO CHG: 1	REL AVAIL: .00
DATE LST STMT: 06-11-02	ANL CYC: 165	AV LED: 4,866
DATE LST DEP: 04-24-01	STMT CYC: 165	OD CODE: 0
LAST DEP: 1,225,000.00	TIMES OD-Y:	OD LIMIT:
STOPS: N HOLDS: N	RETURNS-Y:	STMT ENC:
# DEBITS:	# CREDITS:	
ATS IND: N	SAV ACCT:	
S AVG BAL:	S MIN BAL:	TIMES TRANS:
CONS OD: 0	DORM S/C: .00	PND STMT CYC: 165
LAST CONTACT: 02-14-02	DATE LAST MAINT: 04-10-02	DORM INT: .00
UAF EXCEP TERM: 0	UAF LIMIT: 99999999999	CLSE BAL: 4,818.17
RELATED LEDG BAL: 0	AVL EXCPN DATE: 00-00-00	ACTION CODE: 0
AVAIL SCHEDULE: 001		LAST OD/NSF: 04-23-01
TIN: S 090-44-3348		AVL EXCPN PLAN: 000
ESCBAL: .00	POST ACH: Y	MARKET: 0000

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SDNY_GM_02771431

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258239

EFTA01337883

DEPOSIT SYSTEM ACCOUNT INQUIRY TRIAL BALANCE 14:08:54 06/21/02
 ACCOUNT: [REDACTED] INQ Y: 202 SEARCH: AUTHORITY: 0
 NAME: JEJE INC DEMAND DEPOSIT ACCOUNT
 BRANCH: 2 OPEN DATE: 01-16-2001 LEDGER: 12,715.42
 TYPE ACCT: 075 OFFICERS: 00024 00027 CURBAL: 12,715.42
 STATUS: SERV CHG: 805 AVAIL: 12,715.42
 DATE LST TRAN: 06-04-02 CHG/NO CHG: 1 REL AVAIL: .00
 DATE LST STMT: 05-31-02 ANL CYC: 101 AV LED: 54,533
 DATE LST DEP: 05-06-02 STMT CYC: 101 OD CODE: 0
 LAST DEP: 200,000.00 TIMES OD-Y: OD LIMIT:
 STOPS: N HOLDS: N RETURNS-Y: STMT ENC: 4
 # DEBITS: 4 # CREDITS:
 ATS IND: N SAV ACCT:
 S AVG BAL: S MIN BAL: TIMES TRANS:
 CONS OD: 0 DORM S/C: .00 PND STMT CYC: 101
 LAST CONTACT: 06-04-02 DATE LAST MAINT: 02-06-01 DORM INT: .00
 UAF EXCEP TERM: 0 UAF LIMIT: 999999999999 CLSE BAL: 12,715.42
 RELATED LEDG BAL: 0 ACTION CODE: 0
 AVAIL SCHEDULE: 001 AVL EXCPN DATE: 00-00-00 LAST OD/NSF: 00-00-00
 TIN: F 51-0405649 AVL EXCPN PLAN: 000
 ESCBAL: .00 POST ACH: Y MARKET: 0000

SDNY_GM_02771432

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258240

EFTA01337884

----- ACCOUNT INQUIRY TRIAL BALANCE 14:09:10 06/21/02
 ACCOUNT: [REDACTED] INQ Y: 202 SEARCH: AUTHORITY: 0
 NAME: EPSTEIN JEFFREY E CERTIFICATE OF DEPOSIT ACCOUNT
 BRANCH: 2 OPEN DATE: 08-24-1999 LEDGER: 114,530.51
 TYPE ACCT: 028 OFFICERS: 00024 00018 CURBAL: 114,530.51
 STATUS: SERV CHG: 500 AVAIL: 14,530.51
 DATE LST TRAN: 08-24-99 CHG/NO CHG: 0 REL AVAIL: .00
 DATE LST STMT: 03-29-02 ANL CYC: 100 AV LED: 113,800
 DATE LST DEP: 08-23-99 STMT CYC: 100 OD CODE: 0
 LAST DEP: 100,000.00 TIMES OD-Y: OD LIMIT:
 STOPS: N HOLDS: Y RETURNS-Y: STMT ENC:
 # DEBITS: # CREDITS:
 ATS IND: N SAV ACCT:
 S AVG BAL: S MIN BAL: TIMES TRANS:
 CONS OD: 0 DORM S/C: .00 PND STMT CYC: 100
 LAST CONTACT: 08-24-99 DATE LAST MAINT:02-14-01 DORM INT: .00
 UAF EXCEP TERM: 0 UAF LIMIT: 9999999999 CLSE BAL:114,826.25
 RELATED LEDG BAL: 0 ACTION CODE: 0
 AVAIL SCHEDULE: 001 AVL EXCPN DATE: 00-00-00 LAST OD/NSF: 00-00-00
 TIN: S 090-44-3348 AVL EXCPN PLAN: 000
 ESCBAL: .00 POST ACH: N MARKET: 0000

DOLLAR HOLD ON THIS ACCOUNT

From: Nancy Bruno
To: Girten, Arlene
Date: 6/5/02 10:04AM
Subject: Jeffrey Epstein

Mr. Epstein has a Visa Business Card for one of his companies - NES - which he personally guarantees. Mr. Anderson approved a credit limit of \$35,000. Now Mr. Epstein has applied for another Visa Business Card for another one of his companies - JEBE, Inc., and is requesting a credit limit of \$25,000. The first card was approved without requiring financial information and this new request, if approved the same way, would need to be approved by Mr. Anderson with either Jim, Tim or Bert signing with him because of the exception. If Mr. Anderson would like to approve this request I can prepare the Writeup - just let me know. Thanks.

From: Nancy Bruno
To: Girten, Arlene
Date: 6/10/02 4:20PM
Subject: Re: Jeffrey Epstein

No other loans - just deposits

>>> Arlene Girten 06/10/02 04:05PM >>>

Hi Nancy. Does he have any other borrowings with us other than his credit cards?

CREDIT CARD UNDERWRITING WORKSHEET

Applicant Jeffrey Epstein E

NES, LLC

Co-Applicant _____ B

INCOME: _____ D

Gross Monthly: _____ M

Other: _____ A

Total Income(A) _____ In

BANKING: ___ Yes ___ No R

Checking _____ Savings _____ (S

Other: _____ Al

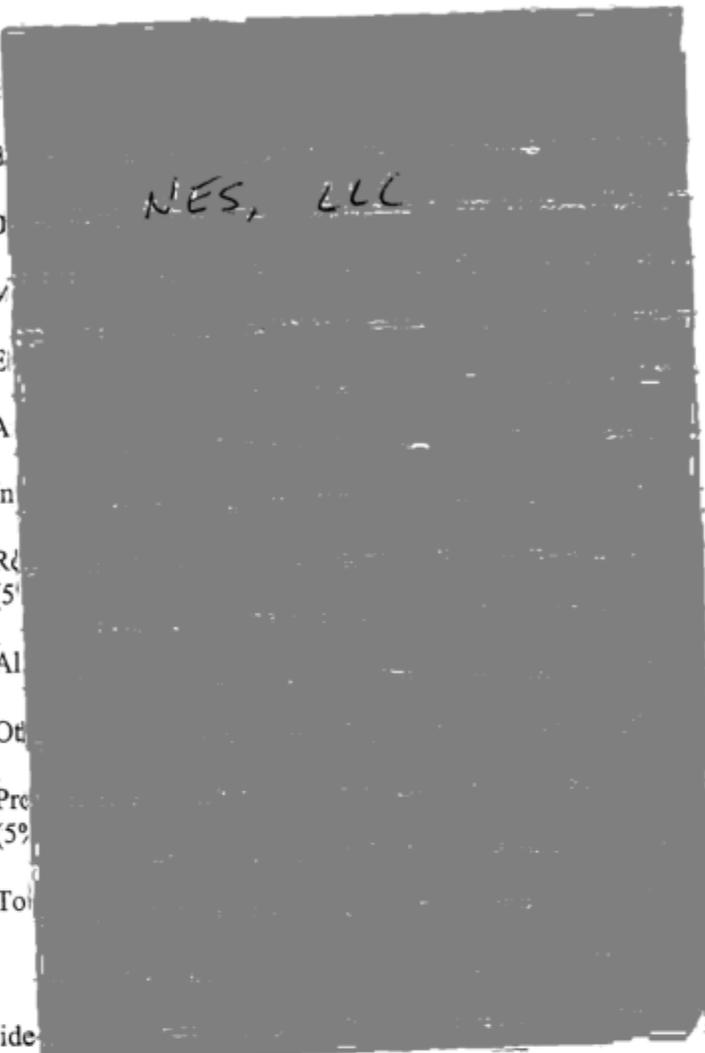
Established since: _____ Ot

EMPLOYMENT _____ Pre

Verified on: _____ To

Verified with: _____

(B) \$ _____ divide



Visa Visa Gold _____ MC _____ MC Gold _____ Secured _____

Business
Credit Limit: \$ 25,000.00

Referring Branch: _____
Officer No.: _____

Overdraft Protection: ___ Yes ___ No Auto Pay: ___ Yes ___ No

Approved By: [Signature] Date: _____

Approved By: _____ Date: _____

Exceptions to policy: NO financial statements Personal or business tax returns

Justification: _____

CREDIT CARD UNDERWRITING WORKSHEET

Applicant Jeffrey Epstein Beacon Score 698
NES, LLC

Co-Applicant _____ Beacon Score _____

INCOME:

DEBT:

Gross Monthly: _____ Mortgage/Rent: _____

_____ Equity Line/Loan: _____

Other: _____ Auto Loan: _____

Total Income(A) _____ Installment Pymts: _____

BANKING: ___ Yes ___ No Revolving Pymts: _____
(5% of bal from credit report)

Checking _____ Savings _____
Alimony/Child Support: _____

Other: _____
Other: _____

Established since: _____ Proposed Payment: _____

EMPLOYMENT

(5% of credit limit)

Verified on: _____ Total Expenses(B) _____

Verified with: _____

(B) \$ _____ divided by (A) \$ _____ = _____ %

✓
Visa Visa Gold _____ MC _____ MC Gold _____ Secured _____
Business
Credit Limit: \$ 25,000.00

Referring Branch: _____
Officer No.: _____

Overdraft Protection: ___ Yes ___ No Auto Pay: ___ Yes ___ No

Approved By: [Signature] Date: _____

Approved By: _____ Date: _____

Exceptions to policy: NO financial statements Personal
or business TAX returns

Justification: _____

VISA BUSINESS CREDIT CARD APPLICATION

CREDITOR: PALM BEACH NATIONAL BANK & TRUST CO. BRANCH # _____ REFERRED BY: _____

1. COMPANY APPLICANT
 COMPANY NAME: NES, LLC NATURE (TYPE) OF THE BUSINESS: Real Estate

INDICATE TITLE DESIRED ON THE CARD: (LIMITED TO 24 SPACES)
 N E S L L C

BILLING ADDRESS: 9 East 71st Street STREET: CITY: New York STATE: New York ZIP CODE: 10021

TYPE OF ORGANIZATION (PLEASE CHECK): LLC CORPORATION PARTNERSHIP PROPRIETORSHIP DATE BUSINESS ESTABLISHED: FEDERAL EIN NUMBER:
 NAME OF CONTACT PERSON: Eric Gany COMPANY TELEPHONE NUMBER:

2. OWNER/OFFICER/PARTNER INFORMATION
 OWNER(S)/OFFICER(S)/PARTNER(S) WILL BE REQUIRED TO PERSONALLY GUARANTEE ACCOUNT(S). GUARANTOR(S) MUST COMPLETE THIS SECTION AND SIGN AT THE BOTTOM OF THE REVERSE SIDE OF THIS APPLICATION.

GUARANTOR 1: FIRST NAME MIDDLE INITIAL LAST NAME DATE OF BIRTH SOCIAL SECURITY NUMBER
 Jeffrey E. Epstein 1/20/53

RESIDENTIAL ADDRESS: 358 El Brillo Way STREET: CITY: Palm Beach, FL STATE: ZIP CODE: 33480 YEARS AT ADDRESS: 10

OWNERSHIP STATUS: OWN RENT OTHER: MONTHLY MORTGAGE/RENTAL PAYMENT: n/a HOME TELEPHONE NUMBER: \$
 POSITION WITH COMPANY: Sole Member % OF OWNERSHIP: 100 TIME WITH COMPANY: 3 yrs OFFICE TELEPHONE NUMBER:

GUARANTOR 2: FIRST NAME MIDDLE INITIAL LAST NAME DATE OF BIRTH SOCIAL SECURITY NUMBER

RESIDENTIAL ADDRESS: STREET: APT#: CITY: STATE: ZIP CODE: YEARS AT ADDRESS:

OWNERSHIP STATUS: OWN RENT OTHER: MONTHLY MORTGAGE/RENTAL PAYMENT: \$ HOME TELEPHONE NUMBER: (\$)
 POSITION WITH COMPANY: % OF OWNERSHIP: TIME WITH COMPANY: OFFICE TELEPHONE NUMBER: (\$)

3. BANKING & OTHER CREDIT CARD RELATIONSHIPS

PRIMARY BANK: Chase Bank BUSINESS CHECKING ACCOUNT #: OTHER ACCOUNTS: LOAN SAVINGS ACCT CREDIT CARD
 OTHER BANK: Palm Beach Bank TYPE(S) OF ACCOUNT(S): Personal account of Guarantor
 AMERICAN EXPRESS: CHECKING ACCOUNT LOAN SAVINGS ACCOUNT CREDIT CARD
 CORPORATE CARD? YES NO ACCOUNT NUMBER: DATE OPENED: BALANCE: \$
 VISA BUSINESS OR CORPORATE CARD? YES NO ACCOUNT NUMBER: DATE OPENED: BALANCE: \$
 MASTERCARD BUSINESS OR CORPORATE CARD? YES NO ACCOUNT NUMBER: DATE OPENED: BALANCE: \$

4. AUTHORIZED INDIVIDUAL CARDHOLDER(S)

LIST THE NAMES OF ALL EMPLOYEES TO WHOM CARDS ARE TO BE ISSUED FOR BUSINESS PURPOSES:

NAME (PRINT)	SOCIAL SECURITY #	SIGNATURE	CASH ADVANCE ACCESS?	CREDIT LIMIT
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ 10,000.00
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ 10,000.00
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ 5,000.00
			<input type="checkbox"/> YES <input type="checkbox"/> NO	\$

TOTAL CORPORATE CREDIT LIMIT REQUESTED: \$

5. BILLING OPTIONS

ONE CONSOLIDATED MONTHLY STATEMENT INDIVIDUAL ACCOUNTS BILLED SEPARATELY EACH MONTH
 STANDARD QUARTERLY REPORTS PACKAGE ENHANCED REPORTS PACKAGE OPTION (CALL US FOR DETAILS)

6. SIGNATURE

Applicant represents that this information is true and complete, and authorizes creditor to verify the information and obtain additional information concerning Company's credit standing, and to furnish such credit information to others. Company agrees to be bound by and obligated according to the creditor's VISA Business Card Regulations.
 Applicant represents and warrants that the credit card account will be used primarily (50% or more) for other than personal, family household or agricultural purposes. Applicant understands that this representation is to confirm that no disclosures are required under the Federal Truth-in-Lending law.
 Applicant requests establishment of an account for each authorized user designated above or on the attached list, as may be amended in writing from time to time by Applicant. Each such designated person is an authorized user and shall have the authority to use the account designated for such authorized user until the creditor is notified to the contrary in writing by the Company.

APPLICANT SIGNATURE: [Signature] DATE: 8/10/01

PRINT NAME: JEFFREY EPSTEIN CORPORATE TITLE: Member

SDNY_GM_02771438

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

VISA BUSINESS CREDIT CARD APPLICATION

CREDITOR: PALM BEACH NATIONAL BANK & TRUST CO. BRANCH # _____ REFERRED BY: _____

1. COMPANY APPLICANT

COMPANY NAME: NES, LLC NATURE (TYPE) OF THE BUSINESS: REAL ESTATE

INDICATE TITLE DESIRED ON THE CARD: (LIMITED TO 24 SPACES)
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BILLING ADDRESS: STREET: CITY: STATE: ZIP CODE:
9 EAST 71ST STREET NEW YORK NY 10021

TYPE OF ORGANIZATION (PLEASE CHECK): LLC, DATE BUSINESS ESTABLISHED: _____ FEDERAL EIN NUMBER: _____
 CORPORATION PARTNERSHIP PROPRIETORSHIP

NAME OF CONTACT PERSON: ERIC GANY COMPANY TELEPHONE NUMBER: _____

2. OWNER/OFFICER/PARTNER INFORMATION

OWNER(S)/OFFICER(S)/PARTNER(S) WILL BE REQUIRED TO PERSONALLY GUARANTEE ACCOUNT(S). GUARANTOR(S) MUST COMPLETE THIS SECTION AND SIGN AT THE BOTTOM OF THE REVERSE SIDE OF THIS APPLICATION.

GUARANTOR 1: FIRST NAME MIDDLE INITIAL LAST NAME DATE OF BIRTH SOCIAL SECURITY NUMBER
JEFFREY E. EPSTEIN 1/20/53 [REDACTED]

RESIDENTIAL ADDRESS: STREET: APT#: CITY: STATE: ZIP CODE: YEARS AT ADDRESS
358 EL RAINOWAY PALM BEACH FL 33480 10

OWNERSHIP STATUS: MONTHLY MORTGAGE/RENTAL PAYMENT HOME TELEPHONE NUMBER
 OWN RENT OTHER: \$ _____ () _____

POSITION WITH COMPANY: % OF OWNERSHIP TIME WITH COMPANY: OFFICE TELEPHONE NUMBER
MEMBER 100 3 YRS. [REDACTED]

GUARANTOR 2: FIRST NAME MIDDLE INITIAL LAST NAME DATE OF BIRTH SOCIAL SECURITY NUMBER

RESIDENTIAL ADDRESS: STREET: APT#: CITY: STATE: ZIP CODE: YEARS AT ADDRESS

OWNERSHIP STATUS: MONTHLY MORTGAGE/RENTAL PAYMENT HOME TELEPHONE NUMBER
 OWN RENT OTHER: \$ _____ () _____

POSITION WITH COMPANY: % OF OWNERSHIP TIME WITH COMPANY: OFFICE TELEPHONE NUMBER
 _____ _____ _____ () _____

3. BANKING & OTHER CREDIT CARD RELATIONSHIPS

PRIMARY BANK: CHASE BANK BUSINESS CREDIT ACCOUNT: _____ OTHER ACCOUNTS: LOAN SAVINGS ACCT CREDIT CARD

OTHER BANK: PALM BEACH BANK TYPE(S) OF ACCOUNT(S): PERSONAL ACCOUNTS OF GUARANTOR
 CHECKING ACCOUNT LOAN SAVINGS ACCOUNT CREDIT CARD

AMERICAN EXPRESS ACCOUNT NUMBER: DATE OPENED: BALANCE: \$ _____

CORPORATE CARD? YES NO VISA BUSINESS OR ACCOUNT NUMBER: DATE OPENED: BALANCE: \$ _____

CORPORATE CARD? YES NO MASTERCARD BUSINESS OR ACCOUNT NUMBER: DATE OPENED: BALANCE: \$ _____

4. AUTHORIZED INDIVIDUAL CARDHOLDER(S)

LIST THE NAMES OF ALL EMPLOYEES TO WHOM CARDS ARE TO BE ISSUED FOR BUSINESS PURPOSES:

NAME (PRINT)	SOCIAL SECURITY #	SIGNATURE	CASH ADVANCE ACCESS?	CREDIT LIMIT
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ 10,000.00
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ 10,000.00
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ 5,000.00
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ _____

TOTAL CORPORATE CREDIT LIMIT REQUESTED: \$ _____

BILLING OPTIONS

ONE CONSOLIDATED MONTHLY STATEMENT INDIVIDUAL ACCOUNTS BILLED SEPARATELY EACH MONTH

STANDARD QUARTERLY REPORTS PACKAGE ENHANCED REPORTS PACKAGE OPTION (CALL US FOR DETAILS)

5. SIGNATURE

Applicant represents that this information is true and complete, and authorizes creditor to verify the information and obtain additional information concerning Company's credit standing, and to furnish such credit information to others. Company agrees to be bound by and obligated according to the creditor's VISA Business Card Regulations.

Applicant represents and warrants that the credit card account will be used primarily (50% or more) for other than personal, family household or agricultural purposes. Applicant understands that this representation is to confirm that no disclosures are required under the Federal Truth-in-Lending law.

Applicant requests establishment of an account for each authorized user designated above or on the attached list, as may be amended in writing from time to time by Applicant. Each such designated person is an authorized user and shall have the authority to use the account designated for such authorized user until the creditor is notified to the contrary in writing by the Company.

APPLICANT SIGNATURE: _____ DATE: 8.6.01

PRINT NAME: JEFFREY EPSTEIN CORPORATE TITLE: MEMBER

SDNY_GM_02771439

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

VISA® Business Card Regulations

Palm Beach National Bank & Trust Co.
3931 RCA Blvd. Suite 3102
Palm Beach Gardens, Florida 33410

The undersigned Holder agree the following terms and conditions:

Dated this 6 day of August, 2001.
~~James [Signature]~~ NES, LLC
Name of Holder
By: [Signature]
Authorized Signature
Member
Title

1. **Agreement.** These regulations govern the possession and use of VISA Business Cards ("card") issued by Issuing Financial Institution ("Issuer"). Each party that applies for a VISA Business Card is referred to in these regulations as a Holder. Issuer shall establish an account for each person designated by Holder as an authorized user ("Authorized User"). Holder consents and agrees to these regulations and to the terms contained on the cards; any sales drafts, credit adjustment memos or cash advance drafts signed by or given to Holder or any Authorized User. The provisions of these regulations, as they may be amended from time to time, as provided in these regulations, govern Holder's obligations, notwithstanding any additional or different terms contained in the cards, sales drafts, credit adjustment memos and cash advance drafts or any other documents evidencing an account transaction. Holder authorizes an investigation of its credit standing prior to the issuance of cards and at any time thereafter, and authorizes disclosure of information to third parties relating to its credit standing. If Holder or Authorized User requests any VISA Business Card services, Holder or Authorized User consents to the release of Holder's or Authorized User's personal data to VISA USA, Inc. and its member financial institutions and/or their respective contractors for the purposes of providing such services.
2. **Membership Fees.** A nonrefundable annual membership fee of \$ n/a will be assessed per card for the first n/a card(s) issued, \$ n/a per card if n/a cards are issued, \$ n/a per card if n/a cards are issued, and \$ n/a per card if n/a cards are issued. Holder represents that cards will be used exclusively for business purposes and not for personal, family, household or agricultural purposes.
3. **Use of Card.** Credit for purchases from a merchant or cash advances from a participating financial institution may be obtained by presenting the card to the merchant or participating financial institution, and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The card may also be used to obtain cash advances from certain automated equipment provided it is used with the correct personal identification number ("PIN"). The amount and frequency of cash withdrawals may be limited. Except as provided below with respect to Holder's liability for unauthorized use where Issuer has issued ten (10) or more cards at Holder's request, Holder will be liable up to a maximum of \$50.00 for the unauthorized use of a card or PIN issued at Holder's request for charges that occur before Issuer receives notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN. If Issuer has issued ten (10) or more cards at Holder's request, Holder will be liable for any and all unauthorized use of a card. Unauthorized use is any use by an individual other than Authorized User if without the knowledge or consent of the Holder. Any use of the card or PIN by an Authorized User, or by any other with the knowledge or consent of the Authorized User, or Holder, is authorized use. Lost or stolen cards or PINs should be reported immediately to Issuer by notifying Bankcard Center, P.O. Box 1111, Madison, WI 53701-1111, Telephone (608) 829-6100 or 1-800-221-5920. Holder shall be liable for all charges, fees and other costs that accrue on each account.
4. **Credit Line.** Holder will from time to time be informed of the amount of the approved credit line under each account established for Holder, and Holder covenants not to make, authorize or allow credit purchases or borrowings in excess of the amount. However, notwithstanding such credit line, Holder is liable for all purchases and borrowings made with its cards by it or by anyone authorized to use the cards.
5. **Payment.** Holder will be furnished at the address identified by Holder, a monthly statement for each account for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. The full amount billed ("New Balance") is due on demand. If Issuer does not demand payment of the New Balance on the monthly billing statement, either (a) the New Balance or, (b) a Minimum Payment of the greater of \$ 20 or 5 % of the New Balance, shall be paid within 25 days after the Closing Date of that billing statement. Payments must be made at Bankcard Center, Milwaukee, Wisconsin, 53288-0200. Payments made at any other location may cause delay in crediting the account. Payments received after 2:00 P.M. on any Monday through Friday, but excluding federal legal holidays, or at any time on any non-banking day will be considered as payments made on the following banking day. All payments will be applied first to interest, second to additional fees, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account, and then to current cash advances, purchases and other similar charges in the order of their entry to the account.
6. **Finance Charges.** Interest shall accrue on each account as shown on the monthly statements, for each billing period in which there is a cash advance or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. Interest is computed by applying the monthly periodic rate of 1.28 % (ANNUAL PERCENTAGE RATE OF 14.5 %) to the average daily balance of the account. To get the average daily balance, we take the beginning balance of the account each day, add any new cash advances, credit purchases and other charges, and subtract

- any payments or credits, unpaid late charges, unpaid membership fees and other unpaid fees. This gives us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. Interest accrues on credit purchases beginning on the date the purchase is posted to the account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of average daily balance if the Previous Balance shown on the front of the statement is paid in full prior to the Closing Date. Interest on cash advances begins to accrue on the date the advance is posted to the account. Additional interest on an account may be avoided by paying in full the New Balance shown on the account's monthly statement within 25 days after the Closing Date for that statement.
7. **Additional Fees.** Each account shall be subject to the following additional fees: (1) \$ 25 for n/a % late charge if any minimum payment is not paid in full on or before the due date shown on the monthly statement issued immediately after the monthly statement on which the unpaid minimum payment first appears; (2) \$ 10.00 for each cash advance; (3) \$5 for replacement of a card; and (4) reasonable charges according to the then current fee schedule for additional copies of monthly statements, drafts and receipts requested. Fees imposed will be posted to the account.
8. **Foreign Transactions.** If a Holder's card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International. VISA converts foreign currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. The exchange rate is increased by 1% if the conversion is made in connection with a charge to an account and decreased by 1% if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.
9. **Disputes.** Issuer is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a card. Issuer has no responsibility for merchandise or services obtained with a card and any dispute concerning merchandise or services will be independently settled by Holder with the merchant concerned.
10. **Default.** Holder covenants to observe and comply with these regulations and not to permit an event of default to occur. Holder further covenants not to take any action or permit any event to occur which materially impairs Holder's ability to pay when due. Upon the occurrence of any one or more of the following events of default: (a) Holder fails to pay at least the Minimum Payment when due; (b) Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings; (c) Holder fails to observe any covenant or duty contained in these regulations; (d) any item in any financial statement delivered by Holder to Issuer is false in any material respect when given; or (e) the occurrence of default under any agreement securing the obligations hereunder; the full amount of Holder's account shall, at Issuer's option become immediately due and payable. Holder agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Holder or incident to any action or proceeding involving Holder brought pursuant to the United States Bankruptcy Code).
11. **Termination.** Holder's consent to these regulations may be terminated at any time by surrendering the cards issued to Holder or at Holder's request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination. Termination by any Holder shall be binding on each Authorized User. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended, Holder's privilege to use the cards may be revoked or limited by Issuer to the extent not prohibited by law. The cards are and shall remain the property of Issuer and Holder agrees to surrender them to Issuer upon demand. Holder agrees to notify Issuer of any cancellation of an Authorized User's charging privileges. Holder shall return to Issuer any cards issued to Authorized Users whose privileges have been terminated.
12. **Amendments.** Issuer may amend these regulations and may amend the charge terms from time to time and will mail to Holder at Holder's last known address as shown on the records of Issuer written notice of any such change not less than 15 days prior to its effective date, or as otherwise required by law. Invalidity of any provision of these regulations shall not affect the validity of any other provisions.
13. **Governing Law.** Holder agrees to be governed by Florida law with respect to all aspects of the transactions arising under these regulations.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

7. **GUARANTY AGREEMENT**

If the application for the Account is approved, then the following Guaranty will be effective. If the application for the Account is not approved, then the following Guaranty is null and void.

CONTINUING UNLIMITED GUARANTY. For good and valuable consideration, and for the purpose(s) of Inducing Palm Beach National Bank & Trust Company ("Bank") to

extend, make, renew, modify and or continue to extend, make, renew or modify the Business Credit Card Account of _____ (the "Borrower") the undersigned Guarantor jointly and severally, if more than one, "Guarantor" absolutely and unconditionally guarantees and promises to pay to Bank or its order, on demand, in lawfully obtained legal tender of the United States of America, the Account indebtedness of the Borrower to Bank on the terms and conditions set forth in this Guaranty. Under this Guaranty, the liability of Guarantor is unlimited and the obligations of Guarantor are continuing.

NATURE OF GUARANTY. Guarantor's liability under this Guaranty shall be open and continuous for so long as this Guaranty remains in force. Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all Account indebtedness. Accordingly, no payments made upon the Account indebtedness will discharge or diminish the continuing liability of Guarantor in connection with any remaining portions of the Account indebtedness or any of the Account indebtedness which subsequently arises or is thereafter incurred or contracted. This is not a special guaranty.

DURATION OF GUARANTY. This Guaranty will take effect when received by Bank without the necessity of any acceptance by Bank, or any notice to Guarantor or the Business, and will continue in full force until all Account indebtedness incurred or contracted before receipt by Bank of any notice of revocation shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Written revocation of this Guaranty will apply only to advances or new Account indebtedness created after actual receipt by Bank of Guarantor's written revocation.

This Guaranty and Guarantor's obligations hereunder remains fully enforceable irrespective of any claim, defense or counterclaim which Borrower may assert on the Account indebtedness, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction, and usury, some of which Guarantor hereby waives along with any standing by Guarantor to assert any said claim, defense or counter claim.

GUARANTOR'S AUTHORIZATION TO PALM BEACH NATIONAL BANK & TRUST COMPANY. Guarantor authorizes Bank, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time to alter, supplement, compromise, modify, renew, extend, terminate, accelerate, waive or otherwise change one or more times the time for payment or other terms, conditions, or provisions of the Account.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Bank that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) Guarantor has, to its own satisfaction, independently investigated (and relies exclusively on); (i) Borrower's credit history; (ii) Borrower's payment history with Bank, if any; and (iii) Borrower's past, current, and projected financial condition; (c) Upon Bank's request, Guarantor will provide to Bank financial and credit information in form acceptable to Bank and (d) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Bank shall have no obligation to disclose to Guarantor any information or documents acquired by Bank in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Bank (a) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Account indebtedness or notice of any action or non-action on the part of Borrower or (b) to resort for payment or to proceed directly or at once against any person, including Borrower or any other Guarantor.

If now or hereafter Borrower shall be or become insolvent, Guarantor hereby forever waives and relinquishes in favor of Bank and Borrower, and their respective successors, any claim, right or remedy to payment Guarantor may now have or hereafter have or acquire against Borrower that arises hereunder and/or performance by any guarantor including without limitations, any claim, remedy or right of subrogation, reimbursement, exoneration, indemnification, or participation in any claim, right or remedy of Bank against Borrower, whether or not such claim, right or remedy arises in equity, under contract, statute, common law or otherwise, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. Section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of any election of remedies by Bank which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Account indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Account indebtedness and thereafter Bank is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty. This provision shall survive termination of this Guaranty.

RIGHT OF SETOFF. Guarantor authorizes Bank, to the extent permitted by applicable law, to charge, withdraw or setoff all sums owing on the Account against any and all the accounts set forth below in the Accounts section without prior demand or notice to Guarantor.

ACCOUNTS. Accounts shall include all Guarantor's deposits, accounts (whether checking savings, or some other account) or securities now or hereafter in the possession of or on deposit with Bank or with any Bank's affiliate or subsidiary including without limitation all accounts held jointly with someone else and all accounts Guarantor may open in the future, excluding, however, all IRA, Keogh and trust accounts.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty constitutes the entire understanding, and agreement of the parties as to the matters set forth in this Guaranty and supersedes all prior understanding and correspondence, oral or written, with respect to the subject matter hereof. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the state where the Issuing Bank referenced above maintains its principal office.

Attorney's Fee; Expenses. Guarantor agrees to pay upon demand all of Bank's costs and expenses, including reasonable attorney's fees and Bank's legal expenses, incurred in connection with the Account or the enforcement of this Guaranty. Bank may pay someone else to help enforce this Guaranty and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Bank's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words Borrower and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Bank," include the heirs, successors, assigns, and transferees of each of them. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty. If a court of competent jurisdiction finds any provision of this Guaranty to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and all provisions of this Guaranty in all other respects shall remain valid and enforceable.

Waiver. Bank shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Bank. No delay or omission on the part of Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver by Bank of a provision of this Guaranty shall not prejudice or constitute a waiver of Bank's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Bank, nor any course of dealing between Bank and Guarantor, shall constitute a waiver of any of Bank's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Bank is required under this Guaranty, the granting of such consent by Bank in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Bank.

There are costs associated with the use of this credit card. For specific information regarding the costs, please write us at Palm Beach National Bank & Trust Company, P.O. Box 14218, North Palm Beach, Florida 33408 or call us at 561-624-7385.

The undersigned certifies that all statements in this Application and on each document required to be submitted in connection herewith, including federal income tax returns, are true, correct and complete. The undersigned authorizes Palm Beach National Bank & Trust Company to rely upon such statements, make such inquires, and gather such information as Palm Beach National Bank & Trust Company deems necessary and reasonable to verify any information provided to Palm Beach National Bank & Trust Company on this Application on any such required document, including inquires to the Internal Revenue Service, business credit reporting and credit bureau agencies and associations, and further authorizes Palm Beach National Bank & Trust Company, its holding company and affiliates and related service corporations to exchange this application, the information contained in or submitted with this Application and all banking relationship information with each other and with business credit reporting or credit bureau agencies and associations and creditors of the undersigned. The undersigned further agrees to notify Palm Beach National Bank & Trust Company promptly of any material change in any such information.

The undersigned certifies that he/she has full authority to act on behalf of Applicant in connection with this credit request.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS.

GUARANTOR NAME PRINTED: JEFFREY EPSTEIN SIGNATURE (WITHOUT TITLE): [Signature] DATE: 8/01

FORM # 990003 REVISED 0499

SDNY_GM_02771441

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

LLC CORPORATE AUTHORIZATION RESOLUTION

By: NES, LLC

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation" LLC

I, JEFFREY EPSTEIN, Member of the above named LLC, certify that I am Secretary (or Clerk) of the above named corporation organized under the laws of New York, Federal Employer I.D. Number 13446141, engaged in business under the trade name of NES, LLC, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on [blank] (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Table with 3 columns: Name and Title or Position, Signature, Facsimile Signature (if used). Row A: JEFFREY EPSTEIN, MEMBER, X, X. Rows B-F are blank.

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Table with 3 columns: Indicate A, B, C, D, E, and/or F; Description of Power; Indicate number of signatures required. Powers include: (1) Exercise all powers, (2) Open accounts, (3) Endorse checks, (4) Borrow money, (5) Endorse bills, (6) Lease Safe Deposit Box, (7) Other.

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated [blank]. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

[] If checked, the Corporation is a non-profit corporation. In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on [blank] (date). Attest by One Other Officer [blank] Secretary [blank]

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) ~~The~~ Financial Institution is designated as a depository for the funds of the Corporation ^{MEMBER} and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the ~~Board of Directors~~ ^{MEMBER} of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation ^{LLC}. Any Agent, so long as they act in a representative capacity as agents of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation ^{LLC} with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation ^{LLC} agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation ^{LLC}. The Corporation ^{LLC} authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation ^{LLC} acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation ^{LLC} acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation ^{LLC} authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) This resolution is superseded by resolution dated _____

Comments:

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

MEMORANDUM

TO: Nancy Bruno

FROM: H. Loy Anderson, Jr. 

DATE: August 7, 2001

REF: Jeffrey Epstein

Nancy,

I am waiving the requirement for financial statements on the application for three corporate credit cards totaling \$25,000 for Jeffrey's company NES, LLC issued in the names of 
 which are being guaranteed by Mr. Epstein.

SDNY_GM_02771444

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258252

EFTA01337896

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
HOLTSVILLE NY 00501

DATE OF THIS NOTICE: 12-11-2000
NUMBER OF THIS NOTICE: CP 575 A
EMPLOYER IDENTIFICATION NUMBER: [REDACTED]
FORM: SS-4
1925527256 B

FOR ASSISTANCE CALL US AT
1-800-829-1040

NES LLC
EPSTEIN JEFFREY E SOLE MEMBER
457 MADISON AVE 4TH FLR
NEW YORK NY 10022

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 13-4146141. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN as shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

Based on the information shown on your Form SS-4, you must file the following form(s) by the date we show.

Form 941	01/31/2001
Form 940	01/31/2001

Your assigned tax classification is based on information obtained from your Form SS-4. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a determination on your tax classification, you may seek a private letter ruling from the IRS under the procedures set forth in Rev. Proc. 98-01, 1998-1 I.R.B. 7 (or the superceding revenue procedure for the year at issue).

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply.

Start your business off right - pay your taxes the easy way. Pay through the Electronic Federal Tax Payment System (EFTPS). For information about EFTPS, call 1-800-829-3676 and request Publication 966, EFTPS Answers to the Most Commonly Asked Questions.

SDNY_GM_02771445

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258253

EFTA01337897

*State of New York }
Department of State } ss:*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

AUG 17 1998



A handwritten signature in black ink, appearing to read "J. Clark", written over a horizontal line.

Special Deputy Secretary of State

DOS-1266 (5/96)

SDNY_GM_02771446

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258254

EFTA01337898

FILING RECEIPT

ENTITY NAME : NES, LLC

DOCUMENT TYPE : ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: NEWY

SERVICE COMPANY : CT CORPORATION SYSTEM

SERVICE CODE: 07 *

FILED: 08/13/1998 DURATION: ***** CASH #:

ADDRESS FOR PROCESS

EXIST DA1

THE LLC
EAST 71ST STREET
NEW YORK, NY 10021

08/13/199

REGISTERED AGENT



THIS FILING HAS AN ASSOCIATED PUBLICATION REQUIREMENT. THE NEWSPAPERS IN WHICH THIS PUBLICATION IS TO BE MADE ARE DESIGNATED BY THE COUNTY CLERK OF THE COUNTY IN WHICH THE ENTITY'S OFFICE IS LOCATED. CONTACT THE RESPECTIVE COUNTY CLERK FOR FURTHER INFORMATION.

FILER	FEE	AMOUNT	PAYMENTS	AMOUNT
LAUREN KWINTNER 457 MADISON AVENUE FOURTH FLOOR NEW YORK, NY 10022	FILING : TAX : CERT : COPIES : HANDLING :	200.00 0.00 0.00 10.00 0.00	CASH : CHECK : BILLED: REFUND:	0.0 0.0 210.0 0.0
		210.00		210.0

JS-1025 (11/89)

SDNY_GM_02771447

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

CT-07

ARTICLES OF ORGANIZATION
OF
NES, LLC

980813000 419

(Pursuant to Section 203 of the Limited Liability Company Law)

The undersigned person, acting as an organizer of the limited liability company to be formed under the Limited Liability Company Law by the filing of these Articles, sets forth the following statements:

FIRST: The name of the limited liability company is NES, LLC (the "Company").

SECOND: The county within the State of New York in which the office of the Company is to be located is the County of New York.

THIRD: The Company is not to have a specific date of dissolution in addition to the events of dissolution set forth in Section 701 of the Limited Liability Company Law.

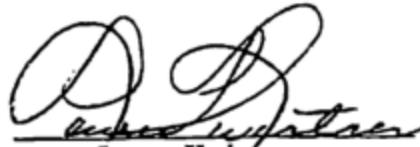
FOURTH: The Secretary of State of the State of New York is designated as agent of the Company upon whom process against it may be served. The post office address within the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process against the Company served upon the Secretary of State is 9 East 71st Street, New York, New York 10021.

FIFTH: The Company is to be managed by one or more members.

SIXTH: There are no limitations on the authority of the members to bind the Company.

IN WITNESS WHEREOF, I have signed this document on the date set forth below and do hereby affirm, under penalties of perjury, that the statements contained herein have been examined by me and are true and correct.

Executed on this 12th day of August, 1998.


Lauren Kwiatner
Organizer

AUG-12-98 16:18 FROM: [REDACTED]

PAGE 4

CT-07

ARTICLES OF ORGANIZATION
OF
NES, LLC
(Pursuant to Section 203 of the Limited Liability Company Law)

RECEIVED
AUG 13 12 26 PM '98
AUG 13 1 30 PM '98

100
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED AUG 13 1998
TAX \$ _____
BY: dn

Filer:

Lauren Kwintner
457 Madison Avenue
Fourth Floor
New York, New York 10022

dnf

SDNY_GM_02771449

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258257

EFTA01337901

Date: 08/21/2001 Time: 15:45 Operator: AL
 Department: LOAN_OPS Report Type: FX Reference: ANN LUFFT
 NM-EPSTEIN,JEFFERY.
 CA-358,BRILLO,WAY,PALM BEACH,FL,33480.

ENH BEACON SCORE: 698 00022/00010/00014/00020
 ACCOUNT NOT PAID AS AGREED, PUBLIC RECORD OR COLLECTION AGENCY FILING
 PROPORTION OF BALANCES TO CREDIT LIMITS, TOO HIGH ON BANK/OTHER REVOLVING ACCTS
 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
 LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT

SSN ISSUED -67 STATE ISSUED-NY

*GEO CODE: MSA STATE COUNTY CENSUS TRACT BLOCK GROUP
 358,BRILLO,WAY,PALM BEACH,FL,33480.
 *INQ CURRENT ADDRESS FULL ZIP NOT AVAILABLE

* 240 EQUIFAX CREDIT INFORMATION SERVICES, P O BOX 740241,
 ,ATLANTA,GA,30374-0241,800/685-1111

*EPSTEIN,JEFFERY,E SINCE 04/22/77 FAD 07/10/01 FN-398
 457,MADISON,AVE,NEW YORK,NY,10022,TAPE RPTD 01/99
 358,EL BRILLO,WAY,PALM BEACH,FL,33480,TAPE RPTD 08/98
 TELEPHONE NUMBER [REDACTED]

265,E 66TH,ST,NEW YORK,NY,10021,TAPE RPTD 04/98
 *BDS-[REDACTED] SSN VER - Y

01 ES-,SELF EMPLOYED
 02 EF-CONSULTING PRES,J EPSTEIN CO,NEW YORK,NY
 03 E2-,BEARS STEARNS

*SUM-06/77-08/01,PR/OI-NO,COLL-YES,FB-NO, ACCTS:17,HC\$0-97320, 16-ONES, 1-OTHER

***** COLLECTION ITEMS *****

LIST	RPTD	AMT/BAL	DLA/ECOA	AGENCY/CLIENT	STATUS/SERIAL
10/98	12/98	\$180	08/98*	465YC93 DRS BUSBUR	UNPAID
		\$180	U	IMAGING ASSOCIA	2853977

FIRM / IDENT CODE	CS	RPTD	LIMIT	HICR	BAL \$	DLA MR (30-60-90+)MAX/DEL
ECOA/ACCOUNT NUMBER		OPND	P/DUE	TERM		24 MONTH HISTORY

CHASE NA *426BB3859	R1	07/01	17100	---	7313	07/01 60
I/526327100944		03/85	---	120		
CREDIT CARD						

BLMD/FDSB *404DC21	R1	07/01	2001	---	0	22
I/445507		01/79	---	---		
CHARGE						

BKCARD SER*668ON9235	R1	07/01	1000	---	0	12/00 31
I/541329534000		11/98	---	---		
CREDIT CARD						

CHASE NA *496ON598	R1	07/01	5000	---	525	07/01 33
I/4305870160		10/98	---	10		
CREDIT CARD						

HSBC BANK *100BB53	R1	04/01	---	8300	0	04/00 53
--------------------	----	-------	-----	------	---	----------

SDNY_GM_02771450

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

I/521531700129 10/96 --- ---
PAID ACCOUNT/ZERO BALAN
ACCOUNT CLOSED BY CREDIT GRANTOR

STBC CLASS*4470N17753 R1 05/94 2000 --- 0 37
I/583029 04/91 --- ---
CREDIT CARD

CHASE NA *426BB3859 R1 11/93 3800 --- 0 03/92 41
J/411446100148 12/88 --- ---
CREDIT CARD

REVOLVING TOTALS 30901 8300 7838
--- 130

AMEX *9060N259 01 08/01 --- 97320 97320 08/01 01
I/86332600 10/77 --- ---

AMEX *404BB8169 01 07/01 --- 23888 2784 07/01 01
I/57814300 10/00 --- ---
CREDIT CARD

AMEX *9060N259 01 07/01 --- 0 0 07/01 01
I/18259300 06/77 --- ---

ATTWSNEPCS*444UT981 01 07/01 --- 0 0 13
I/250000005592 03/00 --- ---

ATTWSSEPCS*465UT68 01 07/01 --- 0 0 08/99 40
I/370000002562 11/92 --- ---

ATTWSSEPCS*465UT68 01 07/01 --- 0 0 08/99 40
I/370000002522 06/89 --- ---

ATTWSNEPCS*444UT981 01 07/01 --- 0 0 16
I/250000002961 10/97 --- ---

ATTWSNEPCS*444UT981 01 08/00 --- 0 0 06
I/250000005296 11/99 --- ---
PAID ACCOUNT/ZERO BALANCE

ATTWSNEPCS*444UT981 01 03/00 --- 0 0 09/99 20
I/250000003954 06/98 --- ---

OPEN TOTALS --- 121208 100104
--- ---

GRAND TOTALS 30901 129508 107942
--- 130

CHASE NA *426BB3859 11/98 --- --- 06/97
526327100939 03/85

LOST OR STOLEN CARD
CREDIT CARD
AMOUNT IN H/C COLUMN IS CREDIT LIMIT

*INQS-TAMINSPEC 496IZ00338 07/10/01 AT&T 910UT16679 11/03/99

END OF REPORT EQUIFAX AND AFFILIATES - 08/21/01

SAFESCANNED

SDNY_GM_02771451

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258259

EFTA01337903

Memorandum

To: Dottie Wilson
From: Eric Gany 
Date: 8/6/01
Re: Credit card application

Enclosed please find a credit card application for NES, LLC. Jeffrey is the sole member (owner) of this company. We are requesting the maximum – \$25,000 – credit line. Please forward this application to Nancy Bruno with a letter from the bank. We are not interested in giving Jeffrey's personal financial information. Thanks for your help.

AUTHORIZED INDIVIDUAL CARDHOLDER(S)

LIST THE NAMES OF ALL EMPLOYEES TO WHOM CARDS ARE TO BE ISSUED FOR BUSINESS PURPOSES:

NAME (PRINT)	SOCIAL SECURITY #	SIGNATURE	CASH ADVANCE ACCESS?	CREDIT LIMIT
			<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ _____
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ 10,000 -
			<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ _____
			<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ _____

TOTAL CORPORATE CREDIT LIMIT REQUESTED: \$ _____

SDNY_GM_02771453

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258261

EFTA01337905

AUTHORIZED INDIVIDUAL CARDHOLDER(S)
LIST THE NAMES OF ALL EMPLOYEES TO WHOM CARDS ARE TO BE ISSUED FOR BUSINESS PURPOSES:

NAME (PRINT)	SOCIAL SECURITY #	SIGNATURE	CASH ADVANCE ACCESS?	CREDIT LIMIT
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ 10,000
			<input type="checkbox"/> YES <input type="checkbox"/> NO	\$
			<input type="checkbox"/> YES <input type="checkbox"/> NO	\$
			<input type="checkbox"/> YES <input type="checkbox"/> NO	\$

TOTAL CORPORATE CREDIT LIMIT REQUESTED: \$

SDNY_GM_02771454
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AUTHORIZED INDIVIDUAL CARDHOLDER(S)
 LIST THE NAMES OF ALL EMPLOYEES TO WHOM CARDS ARE TO BE ISSUED FOR BUSINESS PURPOSES:

NAME (PRINT)	SOCIAL SECURITY #	SIGNATURE	CASH ADVANCE ACCESS?	CREDIT LIMIT
			<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ _____
			<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ _____
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ 5000
			<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ _____

TOTAL CORPORATE CREDIT LIMIT REQUESTED: \$ _____

Attention:
 Eric



**PALM BEACH NATIONAL BANK
& TRUST COMPANY**



"It's Everywhere You Want to Be."

July 26, 2001

Eric Gany
457 Madison Avenue
New York, New York 10022

RE: Visa Business Card/Jeffrey E. Epstein

Dear Mr. Gany:

We appreciate your request for a **VISA Business Credit Card** from Palm Beach National Bank & Trust Company.

In order to expedite your request, please provide the following applicable items:

- Business Card Application, with personal guaranty completed and signed (without corporate titles) on the reverse side of the application.
MINIMUM CREDIT LINE - \$5,000.00 MAXIMUM CREDIT LINE - \$25,000.00.
- Corporate/Partnership or Sole Proprietorship Authorization Resolution
- For credit line requests exceeding \$10,000.00
 1. Current year-to-date Business Financial Statement;
 2. Last two years of signed Corporate/Partnership Federal income tax returns OR an audited financial statement reflecting a minimum of the previous two years of financial information;
 3. Current signed Personal Financial Statement for each guarantor. **Guarantor(s) listed on the application must represent at least 51% of the ownership of the corporation/partnership;**
 4. Last two years of signed Personal Federal income tax returns for each guarantor. Guarantor(s) listed on the application must represent at least 51% of the ownership of the corporation/partnership.

NORTHCORP / RCA
3931 RCA BOULEVARD / SUITE 3102 / PALM BEACH GARDENS, FLORIDA 33410
PHONE (561) 627-1776 FAX (561) 776-0246

SDNY_GM_02771456

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258264

EFTA01337908

Page Two

July 26 2001

Please return all completed forms and financial information to my attention at:

BankCard Services
3931 RCA Blvd., Suite 3102
Palm Beach Gardens, FL 33410

If you have any further questions, please do not hesitate to contact us at 776-2448. Again, thank you for your interest in our **VISA** Business Credit Card program.

Sincerely,

Nancy J. Bruno
Vice President, Director of BankCard Services

Enclosures

SDNY_GM_02771457

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258265

EFTA01337909

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE
TELEFAX



July 26, 2006

Colonial Bank
Jeff

Re: Main account #: [REDACTED]

VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Please change limit on [REDACTED] to \$6,000
- Please change limit on [REDACTED] to \$6,000

If you have any questions, feel free to contact me at the above number.

Thank you,

Bella Klein

Jeffrey Epstein

Jeffrey Epstein
6100 Red Hook Quarter, B3
St Thomas, VI 00802-1348

June 28, 2006

Jeff Desmond
Colonial Bank

Re: NES LLC Credit Card – Account Number [REDACTED]

Dear Jeff:

I would like to add a new credit card with a \$5,000 credit limit to the above referenced account. The credit card will be in the name of [REDACTED]. Her personal information is as follows:

Date of Birth:
Social Security #:
Home Address:

[REDACTED]

I hereby grant permission for Richard Kahn to act on my behalf with any additional information that may be needed for this new credit card. In addition please mail the new credit card to Richard at:

Richard Kahn
C/o NES LLC
457 Madison Avenue, 4th Floor
New York, NY 10022

Thank you,



Jeffrey Epstein

SDNY_GM_02771459

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258267

EFTA01337911

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

February 11, 2005

Jeffrey
Colonial Bank

Re: Main account #: [REDACTED]

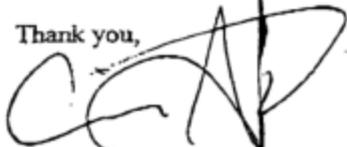
VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Add a new card for Janusz Banasiak with a credit limit of \$3,000, Social Security [REDACTED] Signature attached.
- [REDACTED]

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

JANUSZ BANASIAK

Janusz Banasiak

SDNY_GM_02771461

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

June 14, 2005

Colonial Bank
Jeff

Re: Main account #: [REDACTED]

VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Please change limit on Luciano Fontanilla to \$5,000
-

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

SDNY_GM_02771462

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258270

EFTA01337914

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

February 7, 2005

Jeffrey
Colonial Bank

Re: Main account #: [REDACTED]

VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Please cancel card for Branakmana L. Mellawa
- Please cancel card for Alfredo Rodriguez

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Garry



Jeffrey Epstein

SDNY_GM_02771463

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258271

EFTA01337915

REQUEST FOR CREDIT LIMIT INCREASE

NAME Nes, LLC DATE 1/13/05

ACCOUNT NO. [REDACTED]

PRESENT LIMIT: \$ 40,000 REQUESTED LIMIT: \$ 45,000

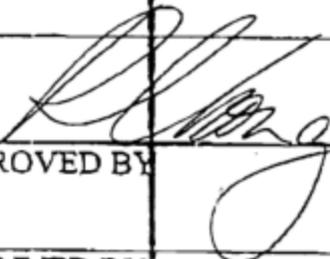
UPDATED FILE INFORMATION: (ie, address, place of employment, phone numbers, etc)

Past Due = 0 times last 36 months

Over limit = 0 times last 36 months

Account opened 8/01

COMMENTS: Limit was raised to \$40,000 11/10/05.
Customer is requesting \$45,000.

APPROVED BY 

1/21/05
DATE

DECLINED BY

DATE

REQUEST FOR CREDIT LIMIT INCREASE

NAME NES LLC DATE 1/4/05

ACCOUNT NO. [REDACTED]

PRESENT LIMIT: \$ 35,000 REQUESTED LIMIT: \$ 45,000 - 0 \$40,000

UPDATED FILE INFORMATION: (ie, address, place of employment, phone numbers, etc)

- Current Balance = \$28,250.
- Limit = \$35,000
- Past Due 0 times in last 36 months
- Overlimit 0 times in last 36 months
- Account opened = 8/01

COMMENTS: NES, LLC is owned by Jeffrey Epstein. Mr Epstein has a significant relationship with Colonial Bank.

[Signature]
APPROVED BY

1-10-05
DATE

DECLINED BY

DATE

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

BNI W/BANKRUPTCY SCORE: 300 BNI W/BANKRUPTCY
REASON CODES: 00195 00191 00003 00148

NARRATIVES:

LACK OF RECENTLY REPORTED DEPARTMENT STORE ACCOUNT INFORMATION
LACK OF RECENTLY REPORTED CREDIT UNION ACCOUNT INFORMATION
LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
NUMBER OF RETAIL ACCOUNTS

BEACON 5.0 SCORE: 806 00011/00032
AMOUNT OWED ON REVOLVING ACCOUNT IS TOO HIGH
LACK OF RECENT INSTALLMENT LOAN INFORMATION
SSN ISSUED-67 STATE ISSUED-NY

* ADDRESS DISCREPANCY - NO SUBSTANTIAL DIFFERENCE OCCURRED *

GEO CODE: MSA 8960 STATE 12 COUNTY 099 CENSUS TRACT 0035.02 BLOCK GROUP 6
358, EL BRILLO, WAY, PALM BEACH, FL, 334804730.
INQ CURRENT ADDRESS (STANDARDIZED) FOUND ON GEO CODE DATABASE

* 240 EQUIFAX INFORMATION SERVICES LLC, P O BOX 740241,
, ATLANTA, GA, 30374-0241, 800/685-1111

*EPSTEIN, JEFFERY, E SINCE 04/22/77 FAD 02/05/04 FN-336
358, EL BRILLO, WAY, PALM BEACH, FL, 33480, TAPE RPTD 08/98
457, MADISON, AVE #4FL, NEW YORK, NY, 10022, TAPE RPTD 01/99
265, E 66TH, ST, NEW YORK, NY, 10021, TAPE RPTD 04/98
FN-EPSTEIN, JEFFREY, E

01 ES-, SELF EMPLOYED
02 EF-CONSULTING PRES, J EPSTEIN CO, NEW YORK, NY
03 E2-, BEARS STEARNS

*SUM-02/77-12/04, PR/OI-NO, COLL-NO, FB-NO, ACCTS:10, HC\$1000-200K, 9-ONES, 1-OTHER

FIRM / IDENT CODE	CS	RPTD	LIMIT	HICR	BAL \$	DLA MR (30-60-90+)	MAX/DEL
ECOA/ACCOUNT NUMBER		OPND	P/DUE	TERM		24 MONTH HISTORY	
CHASE NA *426BB3859	R1	12/04	18600	---	363	12/04	45
I/526327100972		03/85	---	10			
CREDIT CARD							
CHASE NA *4960N598	R1	10/04	---	5500	0	10/03	72
I/4305870160		10/98	---	---			
ACCOUNT CLOSED AT CONSUMERS REQUEST CLOSED OR PAID ACCOUNT/ZERO BALANCE							
BKCARD SER*6680N9235	R1	01/04	---	1000	0	07/02	39
I/4470305340001631		11/98	---	---			
CLOSED OR PAID ACCOUNT/ZERO BALANCE CREDIT CARD							

USER REF.

THIS FORM PRODUCED BY EQUIFAX

PAGE 2

BKCARD SER*6680N9235 R1 09/02 1000 --- 0 07/02 45
I/5413295340001631 11/98 --- ---
CREDIT CARD

HSBC/HBSB *100BB53 R1 04/01 --- 8300 0 04/00 53
I/521531700129 10/96 --- ---
CLOSED OR PAID ACCOUNT/ZERO BALANCE
ACCOUNT CLOSED BY CREDIT GRANTOR

REVOLVING TOTALS 19600 14800 363
--- 10

AMEX *402BB48257 O1 12/04 --- 59946 20945 12/04 01
I/-006430063018384481 02/77 --- ---
CREDIT CARD

AMEX *402BB48257 O1 12/04 --- 1577 0 10/04 01
I/-006430063018358391 06/77 --- ---
CREDIT CARD

AMEX *402BB48257 O1 12/04 --- 200K 200K 12/04 01
I/-006430063018336622 10/77 --- ---
CREDIT CARD

AMEX *402BB48257 O1 12/04 --- 6729 966 12/04 01
I/-006430063018316341 10/00 --- ---
CREDIT CARD

OPEN TOTALS --- 268252 221911

GRAND TOTALS 19600 283052 222274
--- 10

CHASE NA *426BB3859 10/04 --- --- --- 01/03
526327100960 03/85
LOST OR STOLEN CARD
CREDIT CARD
AMOUNT IN H/C COLUMN IS CREDIT LIMIT

*INQS-COLONIAL 465BB24008 12/03/03 AT&T 91OUT31386 10/21/03
DAIMLER 458AN3198 09/25/03 VERIZON 91OUT41240 09/25/03
AMEX 190BB11128 03/21/03

* MEMBER # COMP. NAME TELEPHONE * MEMBER # COMP. NAME TELEPHONE
CHASE NA 800-3565555 CHASE NA 800-3565555
BKCARD SER MAIL ONLY HSBC/HBSB MAIL ONLY
AMEX MAIL ONLY COLONIAL 561-3686900
AT&T MAIL ONLY DAIMLER 302-3682447
VERIZON 908-7170625 AMEX MAIL ONLY

END OF REPORT EQUIFAX AND AFFILIATES - 01/04/05

SAFESCANNED

SDNY_GM_02771467

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258275

EFTA01337919

Command ==> KMAB

01/04/

CUSTOMER-TO-ACCOUNT RELATIONSHIP BROWSE

13:58:

090-44-3348 JEFFREY E EPSTEIN

Rel	Cd	P/S/O	Appl	Account Number	Trlr		Balanc
Stm	PR	D/I/R	Prod	Ctl1 Ctl2 Ctl3 Ctl4	Alrt?	Status	Date Cur
-	PRI	IND	P	IM		AVAIL	57326.8
	N	N	D	031		NORMAL OPENING	03/14/1991
-	PRI	IND	P	IM		AVAIL	58971.6
	N	N	D	031		NORMAL OPENING	01/10/1994
-	PRI	IND	P	IM		AVAIL	4087.9
	N	N	D	031		NORMAL OPENING	10/21/1997
-	PRI	JOR	P	IM		AVAIL	.0
	N	N	D	031		PURGED OPENING	03/08/1991
-	PRI	JOR	P	IM		AVAIL	11498.5
	N	N	D	012		NORMAL OPENING	10/14/2004
-	SEC	JNT	S	IM		AVAIL	186569.0
	N	N	D	010		NORMAL OPENING	01/16/2001
-	PRI	IND	P	ST		AVAIL	20865.6
	N	N	D	353		NORMAL MATURITY	09/23/2005

PF1-Fwd PF5-CustAcctBr PF8-CustAddr PF11-CustSvc PF14-AcctNonLeg
 PF2-Bkwd PF6-CustRel PF9-SesSetUp PF13-AcctLegTtl PF21-Top
 RMPCABS1 RM3003 I: FIRST PAGE

LAST

SDNY_GM_02771468

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258276

EFTA01337920

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

December 20, 2004

Colonial Bank
Jeff

Re: Main account #: [REDACTED]

VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Please change limit on Luciano Fontanilla to \$3,000
-

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

SDNY_GM_02771469

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258277

EFTA01337921

Visa Fraud Control has notified Metavante Corporation of the possible compromise of the following card numbers for your institution. A hacker gained access to a US retail merchant's corporate web server. The merchant provided Visa with potentially compromised accounts for a time period of July 2003 thru the end of May 2004. The compromised information includes card numbers and track data including CVV.

Visa Fraud Control is seeing a pattern of fraud affecting non-US issuers at this time. Fraud has occurred in the following countries: Spain, Italy, Brazil and Australia. Fraudsters are retaining card data for longer periods of time for later use.

Your financial institution is responsible for reviewing the list and taking whatever steps you deem necessary.

Card Number	Financial Institution Name	Bank Number	Agent Number	Status	Date of Status	Cardholder's Name
[REDACTED]	COLONIAL BANK	1559	1534			[REDACTED]

Please contact your Metavante client support representative with your approval for Metavante to block and reissue the cards. Your institution is responsible for contacting the cardholders involved.

If you have questions, call 877-615-8687.

JUL 5 2004 10:21AM

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

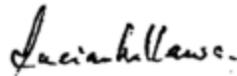
Fax #



Attention of Ms Bella,

As requested, I am sending my signature for purposes of record.

Regards,

A handwritten signature in cursive script that reads "Lucian Mellawa".

Brahakmana Lucian Mellawa

SDNY_GM_02771471

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258279

EFTA01337923

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

April 27, 2004

Jeffrey
Colonial Bank

Re: Main account #: [REDACTED]

VIA FACSIMILE: 56 [REDACTED]

Please make the following changes to the above main account number:

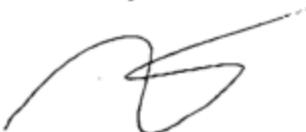
- Add a new card for Branakmana L. Mellawa with a credit limit of \$3,000, Social Security # [REDACTED] Signature attached.
- Please cancel card for Michael D Friedman

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

SDNY_GM_02771472

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258280

EFTA01337924

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

March 15, 2004

Jeffrey
Colonial Bank

Re: Main account #: [REDACTED]

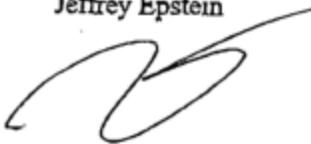
VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Cancel the credit card for [REDACTED], Sub-Account # [REDACTED]

If you have any questions, feel free to contact me at the above number.

Jeffrey Epstein



Jeffrey Epstein

SDNY_GM_02771473

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258281

EFTA01337925

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

December 10, 2003

Colonial Bank
Jeff

Re: Main account #: [REDACTED]

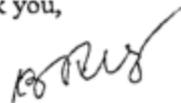
VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Please change limit on [REDACTED] credit card to \$7,000.
-

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

SDNY_GM_02771474

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258282

EFTA01337926

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

August 5, 2003

Jeffrey
Colonial Bank

Re: Main account #: [REDACTED]

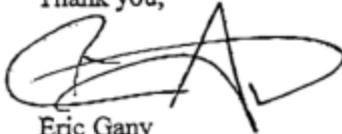
VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Cancel the credit card for [REDACTED] Sub-Account # [REDACTED]

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany

Jeffrey Epstein

SDNY_GM_02771475

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258283

EFTA01337927

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

May 16, 2003

Jeffrey
Colonial Bank

Limit = \$35,000

Re: Main account #: [REDACTED]

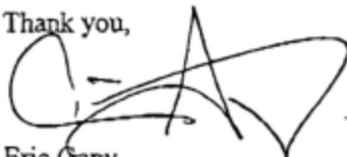
VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Reduce the credit limit for [REDACTED] Sub-Account # [REDACTED] to \$2,000. Limit = \$10,000.
- Add a new card for [REDACTED] with a credit limit of \$4,000, Social Security # [REDACTED] Signature attached.
- Add a new card for Brice M. Gordon with a credit limit of \$4,000, Social Security # [REDACTED] Signature attached.

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany

\$ [REDACTED] - \$10,000
Valdson Cotin - \$5,000



Jeffrey Epstein

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

March 4, 2003

Representative
Colonial Bank

Re: Main account #: [REDACTED]

VIA FACSIMILE: [REDACTED]

1 Page

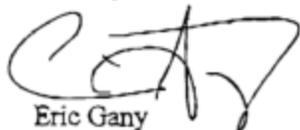
Please make the following changes to the above main account number:

- Cancel the Visa card for Nicholas Simmonds, Sub-Account # [REDACTED]
- Cancel the Visa card for Edwina Simmonds, Sub-Account # [REDACTED]

Leave the credit balance unallocated, I'll allocate it as needed later.

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

SDNY_GM_02771477

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

August 9, 2002

Nancy Bruno/Ann Lufft
PB National Bank

Re: Main account #: [REDACTED]

VIA FACSIMILE: [REDACTED]

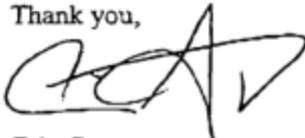
Please make the following changes to the above main account number:

- Cancel the card for Adam Perry Lang Sub-Account # [REDACTED]
- Increase the credit limit for Nicholas Simmonds, Sub-[REDACTED] to \$5,000.
- Increase the credit limit for Edwina Simmonds, Sub-Account [REDACTED] to \$5,000.
- Increase the credit limit for [REDACTED] Sub-Account # [REDACTED] to \$10,000.

This should have fully allocated the Company credit limit.

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

SDNY_GM_02771478

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258286

EFTA01337930

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

September 22, 2004

Jeffrey
Colonial Bank

Re: Main account #: [REDACTED]

VIA FACSIMILE [REDACTED]

Please make the following changes to the above main account number:

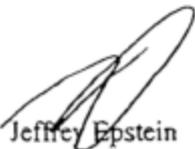
- Add a new card for Alfredo Rodriguez with a credit limit of \$2,500, Social Security [REDACTED] Signature attached.
- Add a new card for Joseph Rueda with a credit limit of \$ 1,000, Social Security # [REDACTED] Signature attached
- Add a new card for Luciano Fontanilla with a credit limit of \$ 1,000. Socia security # [REDACTED] Signature attached

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

SDNY_GM_02771479

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258287

EFTA01337931

[Faint, illegible handwritten text]

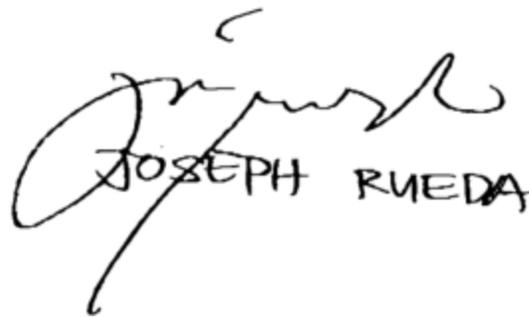
LUCIANO A. FONTANILLA

~~Luciano A. Fontanilla~~

Jeffrey E. Epstein

SDNY_GM_02771480

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17


JOSEPH RUEDA

e :sn to dac
SDNY_GM_02771481

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Name: Alfredo Rodriguez

Signature: ARodriguezA

SDNY_GM_02771482

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258290

EFTA01337934

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

December 30, 2003

Jeffrey
Colonial Bank

Re: Main account #: [REDACTED]

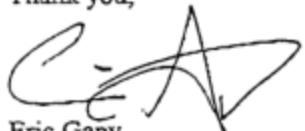
VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Add a new card for Michael D. Friedman with a credit limit of \$3,000, Social Security # [REDACTED] Signature attached.
-

If you have any questions, feel free to contact me at the above number.

Thank you,


Eric Gany


Jeffrey Epstein

SDNY_GM_02771483

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258291

EFTA01337935

FOR CREDIT CARD

Mike Friedman

TE d

SDNY_GM_02771484

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258292

EFTA01337936

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

November 14, 2003

Colonial Bank

Re: Main account #: [REDACTED]

VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Add a new card for [REDACTED] with a credit limit of \$3,000, Social Security # [REDACTED] Signature attached.
-

If you have any questions, feel free to contact me at the above number.

Thank you,

Eric Gany



Jeffrey Epstein

SDNY_GM_02771485

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258293

EFTA01337937

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

November 14, 2003

Colonial Bank

Re: Main account #: [REDACTED]

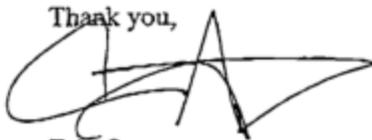
VIA FACSIMILE: [REDACTED]

Please make the following changes to the above main account number:

- Add a new card for [REDACTED] with a credit limit of \$3,000, Social Security # [REDACTED]; Signature attached.
-

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany

Jeffrey Epstein

SDNY_GM_02771486

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258294

EFTA01337938



SDNY_GM_02771487

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

July 11, 2002

Nancy Bruno/Ann Lufft
PB National Bank

Re: Main account #: [REDACTED]

VIA FACSIMILE: 56 [REDACTED]
3 Pages

Please make the following changes to the above main account number:

- Add a new card for Nicholas Simmonds with a credit limit of \$4,000, ID # [REDACTED] Signature attached.
- Add a new card for Edwina Simmonds with a credit limit of \$2,000, ID # [REDACTED] Signature attached.

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



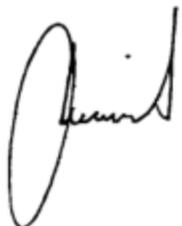
Jeffrey Epstein

SDNY_GM_02771488

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258296

EFTA01337940



NICHOLAS SIMMONDS





EDWINA SIMMONDS



06-13-2002 02:28pm From-

2123718042

T-615 P.001/001 F-758

NES, LLC
THE VILLARD HOUSE
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

June 13, 2002

Nancy Bruno/ Ann Luffit
PB National Bank

Fax: [REDACTED]

Re: Credit card # [REDACTED]
Credit card name: [REDACTED]

Effective immediately please terminate the above credit card.

Thank you,



Bella Klein


Jeffrey Epstein

SDNY_GM_02771491

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258299

EFTA01337943

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

April 9, 2002

Nancy Bruno/Ann Lufft
PB National Bank

Re: Main account #: [REDACTED]

VIA FACSIMILE: 56 [REDACTED] *ees*

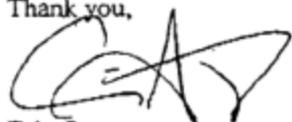
Please make the following changes to the above main account number:

- Increase the credit limit for Valdson Cotrin, Sub-Account # [REDACTED] to \$5,000.
- Add a new card for Adam Perry Lang with a credit limit of \$5,000, Social Security # [REDACTED] Signature attached.

Leave the balance of \$3,000 unallocated.

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

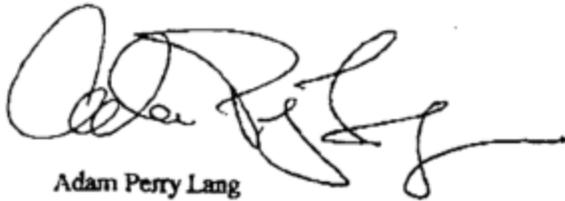
SDNY_GM_02771492

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258300

EFTA01337944

To: Eric
From: Adam
Date: 4/8/02
Re: Signature for company credit card



Adam Perry Lang

REQUEST FOR CREDIT LIMIT INCREASE

NAME NES, LLC / Jeffrey Epstein DATE 3/29/02

ACCOUNT NO. [REDACTED]

PRESENT LIMIT: \$ 25,000. REQUESTED LIMIT: \$ 35,000.00

UPDATED FILE INFORMATION: (ie, address, place of employment, phone numbers, etc)

COMMENTS: _____

APPROVED BY [Signature]

3/29/02
DATE

DECLINED BY _____

DATE _____

SDNY_GM_02771494

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

From: Arlene Girten
To: Nancy Bruno
Date: 3/29/02 10:55AM
Subject: Jeffrey Epstein

Hi Nancy. Mr. A called in from Utah this morning. He said to go ahead and put through the \$10,000 increase without having to require any financial statements and he will sign whatever you need him to when he gets back. He will be here on Wednesday so if there is anything you want him to sign, just send it to me and I'll put it in with all of his other mail. Thank you and have a wonderful Easter.

SDNY_GM_02771495

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258303

EFTA01337947

From: "Bella Tsukerman" <[REDACTED]>
To: [REDACTED]
Date: 1/25/02 11:15AM
Subject: Change address

Dear Nancy,

Please change address on individual statements on
the Credit Card Acc# [REDACTED]
to : 457 Madison Avenue 4th Fl.,
New York, NY 10022



Best regards,

Bella Tsukerman

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

January 24, 2002

Ann Lufft
PB National Bank

Re: Main account #: [REDACTED]

VIA FACSIMILE: 56 [REDACTED]

Please cancel the following card under the above main account number:

- [REDACTED] Sub-Account # [REDACTED]

Leave the \$2,000 balance unallocated, I'll allocate it as needed later.

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

SDNY_GM_02771497

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258305

EFTA01337949

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

March 14, 2002

Nancy Bruno/Ann Lufft
PB National Bank

Re: Main account #: [REDACTED]

VIA FACSIMILE: 561 [REDACTED]

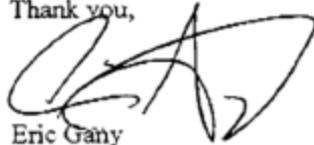
Please make the following changes to the above main account number:

- Reduce the credit limit for [REDACTED] Sub-Account # [REDACTED] to \$3,000.
- Reduce the credit limit for [REDACTED] Sub-Account # [REDACTED] to \$9,000.
- Increase the credit limit for [REDACTED] Sub-Account # [REDACTED] to \$10,000.

This should have fully allocated the Company credit limit.

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



Jeffrey Epstein

SDNY_GM_02771498

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258306

EFTA01337950

(Click here and type address)

facsimile transmittal

To: PB National Bank/ Nancy Bruno Fax: [REDACTED]

From: Jeffrey E. Epstein Date: 1/8/02

Re: Credit Card Pages: 1

CC:

Urgent For Review Please Comment Please Reply Please Recycle



Reference

Credit Card # [REDACTED]

Credit Card name: Valdson Cotrin

Company name: NES LLC.

457 Madson Avenue

New York, NY 10022-6843

Please set up Mr. Valdson Cotrin have access to cash advances at 100% of his card limit.

Best regards,

Jeffrey Epstein

Ok - per Dottie Wilson's conversation w/Bella

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

December 17, 2001

Ann Lufft
PB National Bank

Re: Main account #: [REDACTED]

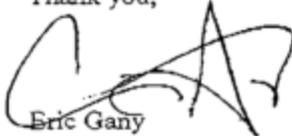
VIA FACSIMILE: 56 [REDACTED]

Please make the following changes to the above main account number:

- Add a new card for Valdson Cotrin, French Social Security # [REDACTED]
credit limit \$3,000, signature attached.

If you have any questions, feel free to contact me at the above number.

Thank you,


Eric Gany


Authorized – Jeffrey Epstein

SDNY_GM_02771500

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258308

EFTA01337952

Westin
Valdson Cotrin

FILE

fb card.

NES, LLC
FOURTH FLOOR
457 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE (212) 750-9790
TELEFAX (212) 371-8042

November 14, 2001

Ann Lufft
PB National Bank

FAXED

Re: Main account #: [REDACTED]

VIA FACSIMILE: 56 [REDACTED]

Please make the following changes to the above main account number:

- Reduce the credit limit for [REDACTED] Sub-Account # 4 [REDACTED] to \$2,000.
- Add a new card for [REDACTED] Social Security # [REDACTED] credit limit \$5,000, signature attached.

Leave the \$3,000 balance unallocated, I'll allocate it as needed later.

If you have any questions, feel free to contact me at the above number.

Thank you,



Eric Gany



JEFFREY EPSTEIN.

SDNY_GM_02771502

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

From: Nancy Bruno
To: Lufft, Ann
Date: 10/11/01 11:42AM
Subject: NES, LLC

Eric Ganey called regarding [REDACTED] the statement address needs to be changed to: c/o Fourth Floor, 457 Madison Avenue, New York, New York 10022. His number is [REDACTED]

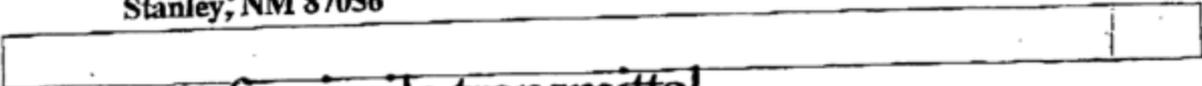
Can we set up two different addresses - one for billing and a separate address for renewals, notices, etc.??

Suzanne is checking on this

*corp.
visa card
① change address
Billing*

*credit application
add couple of cards
212 750 1176*

ZORRO RANCH
49 Zorro Ranch Road
Stanley, NM 87056



facsimile transmittal

To: Bella Klein Fax: 212 750 2409

From: [Redacted] Date: 05/15/03

Re: Signatures Pages: 1 Page

CC:

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle



Dear Bella,

Below our full names and signatures for you records



If there are any problems or concerns please call

Warmest regards



SDNY_GM_02771504

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00258312

EFTA01337956

REQUEST FOR CREDIT LIMIT INCREASE

NAME NES LLC DATE 1/4/05

ACCOUNT NO. [REDACTED]

PRESENT LIMIT: \$ 35,000 REQUESTED LIMIT: \$ 45,000 - 0 \$40,000

UPDATED FILE INFORMATION: (ie, address, place of employment, phone numbers, etc)

- Current Balance = \$28,250.

- Limit = \$35,000

- Past Due \emptyset times in last 36 months

- Overlimit \emptyset times in last 36 months

- Account opened = 8/01

COMMENTS: NES, LLC is owned by Jeffrey Epstein. Mr Epstein has a significant relationship with Colonial Bank.

[Signature]
APPROVED BY

1-10-05
DATE

DECLINED BY

DATE