COLONIAL BANK RECORDS

SDNY_GM_02771417

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

PALM BEACH NATIONAL BANK
& TRUST COMPANY

BR: PB

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	OFFICER	H. Loy Anderson, Jr.
	New York, NY 10020	OFFICER #	1
		REFERRING OFFICER	Nancy Bruno
PHONE	[redacted]	LOAN GRADE	3
TAX ID #(S)	[redacted]	OBLIGOR NUMBER	
RELATED BORROWERS		NAICS CODE #	

FEE/ NOTE	LAST APPROVAL (8/1/02)	OWING AS OF (6/21/02)	DESIRED	BASIS
14.5% Fixed $18 Annual Fee	$25,000	$1		cured) INO NES, y E. Epstein
14.5% Fixed ~~$18 Annual Fee~~				cured) INO Jebe, y E. Epstein
TOTALS	$25,000	$12,468	$60,000	

Corp - 447011534000 64
David Rodgers 64
Larry Wisoski 64
Larry Morrison 64

[redacted]

APPROVAL

6/21/02
Date

H. Loy Anderson, Jr.

SDNY_GM_02771418

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

EFTA_00258226

EFTA01337870

PALM BEACH NATIONAL BANK
& TRUST COMPANY

BR: PB

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	OFFICER	H. Loy Anderson, Jr.
	New York, NY 10020	OFFICER #	1
		REFERRING OFFICER	Nancy Bruno
PHONE	[redacted]	LOAN GRADE	3
TAX ID #(S)	[redacted]	OBLIGOR NUMBER	
RELATED BORROWERS		NAICS CODE #	

FEE/ RATE	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

Corp - 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

EFTA_00258227

EFTA01337871

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-OTH
   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*668ON9235  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  *496ON598   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    ---    ---
```

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

J466

TELEPHONE [redacted]
TELEFAX

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:
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. Invalidity 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 0699

BUSINESS CARD APPLICATION

PALM BEACH NATIONAL BANK & TRUST CO. BRANCH PHONE #_____

I. APPLICANT

COMPANY NAME: JEGE, INC SPECIFIC NATURE OF BUSINESS: AIRCRAFT

INDICATE TITLE DESIRED ON CARD: (LIMITED TO 24 SPACES)

BILLING ADDRESS: C/O 457 MADISON AVE STREET: CITY: NEW YORK STATE: NY ZIP CODE: 10022

TYPE OF ORGANIZATION (PLEASE CHECK): ☑ CORPORATION ☐ PARTNERSHIP ☐ PROPRIETORSHIP DATE BUSINESS ESTABLISHED: TAX ID NUMBER:

PROVIDE NAME OF CONTACT PERSON: ERIC GANY PHONE NUMBER: 212-750-1176

II. INDIVIDUAL INFORMATION

PRINCIPALS/OWNERS WILL BE REQUIRED TO PERSONALLY GUARANTEE ACCOUNT(S). PLEASE SIGN BELOW AND ON REVERSE SIDE.

INDIVIDUAL INFORMATION MUST BE PROVIDED ON ALL GUARANTORS.

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

ADDRESS: 358 EL BRINO WAY STREET: APT #: CITY: PALM BEACH STATE: FL ZIP CODE: 33480 TIME AT ADDRESS: 10 yr

PREVIOUS ADDRESS: STREET: APT #: CITY: STATE: ZIP CODE: TIME AT ADDRESS:

OWN OR RENT: OWN MONTHLY PAYMENTS: N/A GROSS ANNUAL INCOME: HOME PHONE NUMBER:

POSITION WITH COMPANY: PRES. % OWNERSHIP: 100 TIME IN BUSINESS: 2 yrs OFFICE PHONE [redacted]

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

HOME ADDRESS: STREET: APT #: CITY: STATE: ZIP CODE: TIME AT ADDRESS:

PREVIOUS ADDRESS: STREET: APT #: CITY: STATE: ZIP CODE: TIME AT ADDRESS:

OWN OR RENT: MONTHLY PAYMENTS: GROSS ANNUAL INCOME: HOME PHONE NUMBER:

POSITION WITH COMPANY: % OWNERSHIP: TIME IN BUSINESS: OFFICE PHONE

III. BANKING RELATIONSHIPS (PLEASE LIST ONLY YOUR BUSINESS ACCOUNTS)

BANK	TYPE OF ACCOUNT	IF LOAN-SECURED OR UNSECURED	ACCOUNT NUMBER	AVERAGE BALANCE
Palm Bch Nat'l Bank & Trust Comp.	Business Checking	—	[redacted]	
				$

IV. INDIVIDUAL CARDHOLDER

LIST THE NAMES OF ALL AUTHORIZED SIGNERS TO WHOM CARDS ARE TO BE ISSUED FOR BUSINESS USE.

NAME (PRINT)	SIGNATURE	LIMIT REQUEST
DAVID ROGERS	ATTACHED	$ 10,000
LARRY VISOSKI		$ 10,000
LARRY MORRISON		$ 5,000
		$
	TOTAL LIMIT REQUESTED	$

V. BILLING OPTIONS

BILLING OPTIONS: IF REQUESTING MORE THAN ONE ACCOUNT, PLEASE CHOOSE AN OPTION:
☐ INDIVIDUAL ACCOUNTS BILLED SEPARATELY EACH MONTH ☑ ONE CONSOLIDATED MONTHLY BILLING STATEMENT

CASH ADVANCE ACCESS CAPABILITY: ☐ YES ☑ NO AT QUALIFIED AUTOMATIC TELLER MACHINES: ☐ YES ☑ NO

ANY BUSINESS CARD ACCOUNTS CURRENTLY HELD WITH THIS BANK?: ☐ YES ☐ NO ACCOUNT #

Applicant represents that this information is true and complete, and authorizes the 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 regulations.

Applicant represents and warrants that the credit 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: 5/02

PRINT NAME: JEFFREY EPSTEIN CORPORATE TITLE: PRESIDENT

SDNY_GM_02771423

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

EFTA_00258231

EFTA01337875

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 ___JEGE, INC___(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.

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 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. 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 561-624-7365.

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		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

_____	Credit History	_____	Loan-to-Value Ratio
_____	Debt-to-Income Ratio	_____	Satisfactory Appraisal
_____	Debt Service Ratio	_____	Personal Guarantees
X	Financial Statement/Application/Tax Returns	_____	Constr. Loan Ratios
_____	Appropriate Terms/Amortization	_____	Closing Requirements No Termite/Roof Insp.
_____	No Policy Exceptions	_____	No Deposit Rel'shp

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 IN CASH	FINANCE	LOAN PROCEED	OTHER:
LOAN FEE				
DOC STAMPS				
INTANGIBLE TAX				
LIEN FEES				
UCC FILINGS				
INTEREST				
OTHER:				

SIGNERS & TITLE:

CHECK # ACCT #

WIRE

OTHER:

PAYMENT METHOD: COUPON ____ BILLING X 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	
DATE CLOSED		BUS PHONE	
BRANCH	PALM BEACH OFFICE	PRIM OFFICER	H LOY ANDERSON
COST CENTER	0000200	SEC OFFICER	DOROTHY WILSON
		BIRTH	

	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			

CIC3209 - PRESS PA1 FOR NEXT PAGE OR USE OPERATOR LOGICAL PAGING COMMANDS

DEPOSIT SYSTEM ACCOUNT INQUIRY TRIAL BALANCE 14:07:24 06/21/02
ACCOUNT: [redacted] INQUIRY: 202 SEARCH: AUTHORITY: 0
NAME: EPSTEIN JE NOW ACCOUNT

BRANCH: 2	OPEN DATE: 03-08-1991	LEDGER: 11,593.90
TYPE ACCT: 015	OFFICERS: 00001 00024	CURBAL: 11,593.90
STATUS:	SERV CHG: 809	AVAIL: 11,593.90
DATE LST TRAN: 06-20-02	CHG/NO CHG: 0	REL AVAIL: .00
DATE LST STMT: 05-31-02	ANL CYC: 101	AV LED: 5,512
DATE LST DEP: 06-19-02	STMT CYC: 101	OD CODE: 0
LAST DEP: 15,000.00	TIMES OD-Y: 10	OD LIMIT:
STOPS: N HOLDS: N	RETURNS-Y:	STMT ENC: 13
# DEBITS: 13	# CREDITS: 2	
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: 06-20-02	DATE LAST MAINT:04-10-02	DORM INT: .00
UAF EXCEP TERM: 0	UAF LIMIT: 99999999999	CLSE BAL:11,596.99
RELATED LEDG BAL: 0		ACTION CODE: 0
AVAIL SCHEDULE: 001	AVL EXCPN DATE: 00-00-00	LAST OD/NSF: 06-10-02
TIN: S 090-44-3348		AVL EXCPN PLAN: 000
ESCBAL: .00	POST ACH: Y	MARKET: 0000

DEPOSIT SYSTEM ACCOUNT INQUIRY TRIAL BALANCE 14:07:42 06/21/02
ACCOUNT: [redacted] INQUIRY: 202 SEARCH: AUTHORITY: 0
NAME: EPSTEIN J HHOLD NOW ACCOUNT

BRANCH: 2	OPEN DATE: 03-14-1991	LEDGER: 238,638.06
TYPE ACCT: 015	OFFICERS: 00001 00027	CURBAL: 238,218.06
STATUS:	SERV CHG: 004	AVAIL: 238,218.06
DATE LST TRAN: 06-20-02	CHG/NO CHG: 0	REL AVAIL: .00
DATE LST STMT: 05-31-02	ANL CYC: 101	AV LED: 87,143
DATE LST DEP: 06-19-02	STMT CYC: 101	OD CODE: 0
LAST DEP: 200,000.00	TIMES OD-Y: 5	OD LIMIT:
STOPS: Y HOLDS: N	RETURNS-Y:	STMT ENC: 54
# DEBITS: 59	# CREDITS: 2	
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: 06-20-02	DATE LAST MAINT:04-10-02	DORM INT: .00
UAF EXCEP TERM: 0	UAF LIMIT: 99999999999	CLSE BAL:238,228.58
RELATED LEDG BAL: 0		ACTION CODE: 0
AVAIL SCHEDULE: 001	AVL EXCPN DATE: 00-00-00	LAST OD/NSF: 06-12-02
TIN: S 090-44-3348		AVL EXCPN PLAN: 000
ESCBAL: .00	POST ACH: Y	MARKET: 0000

STOP PAY ON THIS ACCOUNT

TRIAL BALANCE 14:08:16 06/21/02

ACCOUNT: [redacted] INQUIRY: 202 SEARCH: AUTHORITY: 0

NAME: EPSTEIN JE MONEY MARKET ACCOUNT

BRANCH: 2	OPEN DATE: 01-10-1994	LEDGER: 5,065,726.89
TYPE ACCT: 014	OFFICERS: 00001 00027	CURBAL: 5,065,726.89
STATUS:	SERV CHG: 809	AVAIL: 5,065,726.89
DATE LST TRAN: 06-19-02	CHG/NO CHG: 0	REL AVAIL: .00
DATE LST STMT: 05-31-02	ANL CYC: 101	AV LED: 1,184,060
DATE LST DEP: 06-19-02	STMT CYC: 101	OD CODE: 0
LAST DEP: 4,000,000.00	TIMES OD-Y:	OD LIMIT:
STOPS: N HOLDS: N	RETURNS-Y:	STMT ENC: 1
# DEBITS: 21	# CREDITS: 5	
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: 06-19-02	DATE LAST MAINT:04-10-02	DORM INT: .00
UAF EXCEP TERM: 0	UAF LIMIT: 99999999999	CLSE BAL:5,067,732.25
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: Y	MARKET: 0000

TRIAL BALANCE 14:08:40 06/21/02

ACCOUNT: [redacted] INQUIRY: 202 SEARCH: AUTHORITY: 0

NAME: EPSTEIN JEFFREY E NOW ACCOUNT

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		ACTION CODE: 0
AVAIL SCHEDULE: 001	AVL EXCPN DATE: 00-00-00	LAST OD/NSF: 04-23-01
TIN: S 090-44-3348		AVL EXCPN PLAN: 000
ESCBAL: .00	POST ACH: Y	MARKET: 0000

DEPOSIT SYSTEM ACCOUNT INQUIRY TRIAL BALANCE 14:08:54 06/21/02
ACCOUNT: [redacted] INQUIRY: 202 SEARCH: AUTHORITY: 0
NAME: JEGE 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: 99999999999	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

TRIAL BALANCE 14:09:10 06/21/02

ACCOUNT: [redacted] INQUIRY: 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: 99999999999	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
NES, LLC

Co-Applicant_____

INCOME:

Gross Monthly:_____

_____

Other:_____

Total Income(A)_____

BANKING: ____Yes ____ No

Checking_____ Savings_____

Other:_____

Established since:_____

EMPLOYMENT

Verified on:_____

Verified with:_____

(B) $_____ divide

NES, LLC

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:_____ **Date:**_____

Approved By:_____ **Date:**_____

Exceptions to policy: No financial statements/personal or business tax returns

Justification:_____

SDNY_GM_02771436

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

EFTA_00258244

EFTA01337888

CREDIT CARD UNDERWRITING WORKSHEET

Applicant Jeffrey Epstein NES, LLC **Beacon Score** 698

Co-Applicant_____ **Beacon Score**_____

INCOME:

Gross Monthly:_____

_____

Other:_____

Total Income(A)_____

BANKING: ____Yes ____ No

Checking_____ Savings_____

Other:_____

Established since:_____

EMPLOYMENT

Verified on:_____

Verified with:_____

DEBT:

Mortgage/Rent:_____

Equity Line/Loan:_____

Auto Loan:_____

Installment Pymts:_____

Revolving Pymts:_____
(5% of bal from credit report)

Alimony/Child Support:_____

Other:_____

Proposed Payment:_____
(5% of credit limit)

Total Expenses(B)_____

(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:_____ **Date:**_____

Approved By:_____ **Date:**_____

Exceptions to policy: No financial statements/personal or business tax returns

Justification:_____

SDNY_GM_02771437

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

EFTA_00258245

EFTA01337889

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)

NES LLC

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: [redacted]

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: Jeffrey | MIDDLE INITIAL | LAST NAME | DATE OF BIRTH: 1/20/53 | SOCIAL SECURITY NUMBER: [redacted]

RESIDENTIAL ADDRESS: 358 El Brillo Way | STREET: | APT#: | 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: [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: ☐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 #: [redacted] | OTHER ACCOUNTS: ☐LOAN ☐SAVINGS ACCT ☐CREDIT CARD

OTHER BANK: Palm Beach Bank | TYPE(S) OF ACCOUNT(S): Personal account of Guarantor ☐CHECKING ACCOUNT ☐LOAN ☐SAVINGS ACCOUNT ☐CREDIT CARD

AMERICAN EXPRESS 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
[redacted]	[redacted]		☐YES ☒NO	$ 10,000.00
			☐YES ☒NO	$ 10,000.00
			☐YES ☒NO	$ 5,000.00
			☐YES ☐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: _____ DATE: 8/01

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)

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

BILLING ADDRESS: STREET:	CITY:	STATE:	ZIP CODE:
9 EAST 71ST STREET	NEW YORK	NY	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: [redacted]

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 BRINCOWAY PALM BEACH FL 33480 10

OWNERSHIP STATUS: ☒OWN ☐RENT ☐OTHER:

MONTHLY MORTGAGE/RENTAL PAYMENT $

HOME TELEPHONE NUMBER ( )

POSITION WITH COMPANY: SOLE MEMBER

% OF OWNERSHIP 100

TIME WITH COMPANY: 3 YRS.

OFFICE TELEPHONE NUMBER [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: ☐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 #: [redacted]

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 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
[redacted]			☐YES ☒NO	$ 10,000.00
		SEE ATTACHED	☐YES ☒NO	$ 10,000.00
			☐YES ☒NO	$ 5,000.00
			☐YES ☐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: _____ 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 agrees to the following terms and conditions:

Dated this 6 day of August, 2001.

[redacted] 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. /or 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.

233-106 NIP (7/93)

SDNY_GM_02771440

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

EFTA_00258248

EFTA01337892

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, 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 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 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. 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 561-624-7365.

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 (WITHOUT TITLE)	DATE
JEFFREY EPSTEIN		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, certify that I am ~~Secretary (clerk)~~ MEMBER of the above named ~~corporation~~ LLC organized under the laws of NEW YORK, Federal Employer I.D. Number 134146141, ~~engaged in business under the trade name of~~ HAVE ADOPTED THE RESOLUTIONS ON THIS DOCUMENT. ~~, 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~~ _____ ~~(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:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. JEFFREY EPSTEIN, MEMBER	X	X
B.	X	X
C.	X	X
D.	X	X
E.	X	X
F.	X	X

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.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A	(1) Exercise all of the powers listed in this resolution.	1
A	(2) Open any deposit or share account(s) in the name of the Corporation.	1
A	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
A	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	1
A	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	1
A	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	1
A	(7) Other _____	1

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

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

CERTIFICATION OF AUTHORITY

I further certify that the ~~Board of Directors~~ MEMBER of the ~~Corporation~~ LLC 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. (Apply seal below where appropriate.)

☐ 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~~ ~~LLC~~ ~~Corporation~~ on _____ (date).

~~Attest by One Other Officer~~ ~~Secretary~~

RESOLUTIONS

The ~~Corporation~~ LLC 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~~ Managers of the ~~Corporation~~ LLC 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~~ LLC, 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~~ LLC'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:

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 [redacted] which are being guaranteed by Mr. Epstein.

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.

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

Special Deputy Secretary of State

DOS-1266 (5/96)

SDNY_GM_02771446

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

Y. S. DEPARTMENT OF ST
VISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-006

FILING RECEIPT

YTITY NAME : NES, LLC

OCUMENT TYPE : ARTICLES OF ORGANIZATION (DOM LLC) COUNTY: NEWY

ERVICE COMPANY : CT CORPORATION SYSTEM SERVICE CODE: 07 x

ILED: 08/13/1998 DURATION: ********* CASH $: [redacted]

DDRESS FOR PROCESS

HE LLC
EAST 71ST STREET
EW YORK, NY 10021

EGISTERED AGENT

EXIST DAT
08/13/199

STATE OF NEW YORK
DEPARTMENT OF STATE
EXCELSIOR

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

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

DS-1025 (11/89)

SDNY_GM_02771447

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

EFTA_00258255

EFTA01337899

CT-07

ARTICLES OF ORGANIZATION
OF
NES, LLC

F980813000419

(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

CT-07

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

Aug 13 1998

Aug 13

CC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED AUG 13 1998
TAX $
BY:

Filer:

Lauren Kwintner
457 Madison Avenue
Fourth Floor
New York, New York 10022
[redacted]

[redacted]

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.
[redacted]

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 ECOA/ACCOUNT NUMBER	CS	RPTD OPND	LIMIT P/DUE	HICR TERM	BAL $	DLA MR (30-60-90+)MAX/DEL 24 MONTH HISTORY
CHASE NA *426BB3859 I/526327100944 CREDIT CARD	R1	07/01 03/85	17100 ---	--- 120	7313	07/01 60
BLMD/FDSB *404DC21 I/445507 CHARGE	R1	07/01 01/79	2001 ---	--- ---	0	22
BKCARD SER*668ON9235 I/541329534000 CREDIT CARD	R1	07/01 11/98	1000 ---	--- ---	0	12/00 31
CHASE NA *496ON598 I/4305870160 CREDIT CARD	R1	07/01 10/98	5000 ---	--- 10	525	07/01 33
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*447ON17753 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      *906ON259   O1 08/01    ---  97320  97320 08/01 01
I/86332600                10/77    ---     ---

AMEX      *404BB8169  O1 07/01    ---  23888   2784 07/01 01
I/57814300                10/00    ---     ---
  CREDIT CARD

AMEX      *906ON259   O1 07/01    ---      0      0 07/01 01
I/18259300                06/77    ---     ---

ATTWSNEPCS*444UT981   O1 07/01    ---      0      0       13
I/250000005592            03/00    ---     ---

ATTWSSEPCS*465UT68    O1 07/01    ---      0      0 08/99 40
I/370000002562            11/92    ---     ---

ATTWSSEPCS*465UT68    O1 07/01    ---      0      0 08/99 40
I/370000002522            06/89    ---     ---

ATTWSNEPCS*444UT981   O1 07/01    ---      0      0       16
I/250000002961            10/97    ---     ---

ATTWSNEPCS*444UT981   O1 08/00    ---      0      0       06
I/250000005296            11/99    ---     ---
  PAID ACCOUNT/ZERO BALANCE

ATTWSNEPCS*444UT981   O1 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
```

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
			☐YES ☐NO	$
			☐YES ☒NO	$ 10,000 -
			☐YES ☐NO	$
			☐YES ☐NO	$

TOTAL CORPORATE CREDIT LIMIT REQUESTED: $

SDNY_GM_02771453

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

EFTA_00258261

EFTA01337905

[redacted] AUTHORIZED INDIVIDUAL CARDHOLDER(S) [redacted]

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]	☐YES ☒NO	$ 10,000
			☐YES ☐NO	$
			☐YES ☐NO	$
			☐YES ☐NO	$

TOTAL CORPORATE CREDIT LIMIT REQUESTED: $

[redacted] AUTHORIZED INDIVIDUAL CARDHOLDER(S) [redacted]

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
			☐YES ☐NO	$
			☐YES ☐NO	$
[redacted]	[redacted]	[redacted]	☐YES ☒NO	$ 5000
			☐YES ☐NO	$

TOTAL CORPORATE CREDIT LIMIT REQUESTED: $

Attention:

Eric

PALM BEACH NATIONAL BANK & TRUST COMPANY

VISA

"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

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

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

TELEPHON[redacted]
TELEFA[redacted]

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] o $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

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

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

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 Gany

Jeffrey Epstein

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 = Ø times last 36 months
Overlimit = Ø times last 36 months
Account opened 8/01

COMMENTS: Limit was raised to $40,000 1/10/05.
Customer is requesting $45,000.

APPROVED BY [signature] DATE 1/21/05

DECLINED BY DATE

SDNY_GM_02771464

REQUEST FOR CREDIT LIMIT INCREASE

NAME NES LLC DATE 1/4/05

ACCOUNT NO. [redacted]

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

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

- Current Balance = $28,250.
- Limit = $35,000
- Past Due Ø times in last 36 months
- Overlimit Ø 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.

APPROVED BY 1-10-05 DATE

DECLINED BY DATE

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
[redacted]
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 ECOA/ACCOUNT NUMBER	CS	RPTD OPND	LIMIT P/DUE	HICR TERM	BAL $	DLA MR (30-60-90+)MAX/DEL 24 MONTH HISTORY
CHASE NA *426BB3859 I/526327100972 CREDIT CARD	R1	12/04 03/85	18600 ---	--- 10	363	12/04 45
CHASE NA *496ON598 I/4305870160 ACCOUNT CLOSED AT CONSUMERS REQUEST CLOSED OR PAID ACCOUNT/ZERO BALANCE	R1	10/04 10/98	--- ---	5500 ---	0	10/03 72
BKCARD SER*668ON9235 I/4470305340001631 CLOSED OR PAID ACCOUNT/ZERO BALANCE CREDIT CARD	R1	01/04 11/98	--- ---	1000 ---	0	07/02 39

```
BKCARD SER*668ON9235  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       910UT31386 10/21/03
      DAIMLER    458AN3198  09/25/03     VERIZON    910UT41240 09/25/03
      AMEX       190BB11128 03/21/03

* MEMBER #    COMP. NAME  TELEPHONE      * MEMBER #    COMP. NAME  TELEPHONE
  [redacted]  CHASE NA    800-3565555    [redacted]    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
```

Command ===> RMAB 01/04/
CUSTOMER-TO-ACCOUNT RELATIONSHIP BROWSE 13:58:
090-44-3348 JEFFREY E EPSTEIN

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

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

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.

Fax # [redacted]

Attention of Ms Bella,

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

Regards,

Brahakmana Lucian Melllawa

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

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

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

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

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 = $35,0

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.

$ [redacted] — $10,000
Valdson Cotin — $5,000

Thank you,

Eric Gany

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

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

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

LUCIANO A. FONTANILLA

Jeffrey E. Epstein

JOSEPH RUEDA

Name : Alfredo Rodriguez

Signature: ARodriguezA

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: 5[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

FOR CRedit CARd

Mike Friedman

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]ith 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

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

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

NICHOLAS SIMMONDS

[redacted]

EDWINA SIMMONDS

[redacted]

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 Lufft
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

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]

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

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 3/29/02 DATE

DECLINED BY DATE

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.

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

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

[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 Debbie 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

Valdson Cotrin

FILE
JB LAND.

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

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

November 14, 2001

FAXED

Ann Lufft
PB National Bank

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.

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

[redacted]

If there are any problems or concerns please call

Warmest regards

[redacted]

REQUEST FOR CREDIT LIMIT INCREASE

NAME NES LLC DATE 1/4/05

ACCOUNT NO. [redacted]

PRESENT LIMIT:$ 35,000 REQUESTED LIMIT:$ 45,000 - or $40,000

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

- Current Balance = $28,250.
- Limit = $35,000
- Past Due Ø times in last 36 months
- Overlimit Ø 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.

APPROVED BY [signature] DATE 1-10-05

DECLINED BY DATE