



Limited Liability Company Account Authorization & Indemnity



Account Number

The undersigned hereby represents and warrants that he or she is the managing member in a limited liability company known as **Southern Financial, LLC** (Name of Limited Liability Company), hereinafter called the "Limited Liability Company" or "LLC," and hereby authorizes Deutsche Bank Securities Inc. (referred to herein as "DBSI") to open a securities account for the Limited Liability Company, to be known as the Account.

Jeffrey Epstein
(Name)

is/are hereby appointed agent(s) and attorney(s)-in-fact of the Limited Liability Company (each an "Agent"). Each Agent is authorized to buy, sell (including short sales) and trade in stocks, bonds and any other securities, listed or unlisted, on margin or otherwise, in said account in accordance with DBSI's terms and conditions and at the LLC's risk.

DBSI may conclusively assume that all actions taken and instructions given by each Agent have been properly taken or given pursuant to authority vested in each Agent by all of the members in the LLC. DBSI is authorized to follow the instructions of said Agent(s) in every respect concerning said account, and to make delivery of securities and payment of moneys to said Agent(s) or as said Agent(s) may order and direct and to send said Agent(s) all reports, confirmations and statements relating to said account.

Each Agent is hereby authorized to execute and deliver on behalf of the LLC a Customer Agreement, Stock Loan Agreement and any other agreement(s) or document(s) DBSI may require, and to act for the LLC in every respect concerning said account and to do all other things necessary or incidental to the conduct of said account.

This authorization and indemnity is in addition to, and in no way limits or restricts, any rights which DBSI may have under any other agreement or agreements with the undersigned, or any of them, now existing or hereafter entered into, and is binding on the undersigned and their legal representatives, successors and assigns. This authorization and indemnity is also a continuing one and shall remain in full force and effect and DBSI may continue to rely on this authorization until such time as it receives written notice of its termination. No such termination shall affect any liability arising out of any transaction initiated prior to such termination.

The LLC, and each of its members, agrees (i) to indemnify and hold DBSI harmless from all costs, expenses (including reasonable attorneys fees) and liability related to or arising from disputes by or among any of the members with respect to said account and (ii) to pay on demand any debit balance in said account.

Each of the undersigned agrees to advise DBSI in writing if he, she or any partner is, or becomes, an employee or member of any securities exchange (or corporation of which any exchange owns a majority of the capital stock), the Financial Industry Regulatory Authority, any broker-dealer, or is, or becomes, a senior officer of any bank, savings and loan institution, insurance company, registered investment company, registered investment advisory firm or institution that purchases securities, or is, or becomes, a member of the immediate family of such a person.

This authorization and indemnity shall inure to the benefit of DBSI and its successors in business, irrespective of any change or changes of any kind in the personnel thereof for any cause whatsoever.

The undersigned has read and agrees to the terms of the authorization and indemnity on this form.

Signature of Managing Member

7-24-13
Date

Jeffrey Epstein
Print Name

Deutsche Bank Securities Inc., a subsidiary of Deutsche Bank AG, conducts investment banking and securities activities in the United States.



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