
CorpNo. ██████████
GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

■ ■■V
CHARLOTTE AMALIE, ST. THOMAS, VI 00802
CERTIFICATE OF EXISTENCE
M Tgo ^Ijom tgjieste ^rcsfcntiet
I, GREGORY R. FRANCIS, Lieutenant Governor of the Virgin Islands do hereby
certify that
I am, by virtue of the laws of the Virgin Islands, the custodian of the
corporate records and the proper
officer to execute this certificate.
I further certify that the records of this office disclose that
SOUTHERN FINANCIAL, LLC
Limited Liability Company
was duly registered to conduct business in the Territory on February 25,
2013 and has a legal
existence as a Limited Liability Company so far as the records of this
office show.

Witness my hand and the seal of the Government of the
Virgin Islands of the United States, at Charlotte Amalie, St.
Thomas, this 27th day of February, 2013.
GREGORY R. FRANCIS
Lieutenant Governor of the Virgin Islands

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

ARTICLE ONE
NAME, ADDRESS AND PRINCIPAL OFFICE

Name and Address

1. The name and address of the limited liability company shall be Southern
Financial, LLC (the
"Company"), 9100 Port of Sale Mall, Suite 15, St. Thomas, U.S. Virgin
Islands 00802. The
physical address and mailing address of the Company are the same.

Principal Office

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

Company.

to

the

initial

resident

agent

and

office

is

located

at the following address:

to

the

designated office is 9100 Port of Sale Mall, Suite

15, St. Thomas,

U.S. Virgin Islands 00802.

The mailing address of the Company's initial

resident

agent at such address is Business Basics

VI, LLC.

The name of its initial resident agent at such address is Business Basics

VI, LLC.

The business address of the resident agent and the address of the designated

office

are

identical,

and

are

ARTICLE TWO

PURPOSE

The purpose for which the Company is organized is to engage in any and all

lawful business for

which a limited liability company may be organized under the Uniform Limited

Liability

Company Act and the other laws of the U.S. Virgin Islands.

The foregoing paragraph shall be construed as embracing both objects and

purposes of this

Company, and it is hereby expressly provided that the foregoing enumeration

of specific

purposes shall not be held to limit or restrict in any manner the purposes

of this Company

otherwise permitted by law.

ARTICLE THREE

DURATION AND CONTINUITY

The period of duration of this Company shall be perpetual. No member shall

have the power to

dissolve the Company by his or her independent act of any kind.

ARTICLE FOUR
ORGANIZER

o
o
The name and address of the organizer of this Company is:
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;o
■V.I
Mailing Address: 9100 Port of Sale Mall, Suite 15, St.
'Thomas, U.S. Virgin Islands 00802 ' ' ' ' f S
•-0 m
Greg J. Ferguson
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r.TT.')
Physical Address: 9100 Port of Sale Mall, Suite 15, St.
Thomas, U.S. Virgin Islands 00802 ' ' ' '
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ARTICLE FIVE
MANAGEMENT

The Company shall be manager-managed. The initial manager of the Company shall be Jeffrey Epstein. The physical and mailing address of the initial manager of the Company is 9100 Port of Sale Mall, Suite 15, St. Thomas, U.S. Virgin Islands 00802.

ARTICLE SIX
CAPITAL

The Company shall begin business with capital in the amount of One Thousand United States Dollars (US \$1,000,00).

ARTICLE SEVEN

LIMITATION OF LIABILITY

No manager of the Company shall be liable to the Company or its members for monetary damages for an act or omission in such manager's capacity as a member, except for liability of a manager for (i) a breach of a manager's duty of loyalty to the Company or its members, (ii) an act or omission, not in good faith, that constitutes a breach of duty of a manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law, (iii) a transaction from which a manager received an improper benefit, whether or not the benefit resulted from an act or omission taken within the scope of the manager's position, or (iv) an

act or omission for which the liability of a manager is expressly provided for by an applicable

statute. If the Uniform Limited Liability Company Act or other applicable law is amended to authorize action further eliminating or limiting the liability of managers, then the liability of any manager of the Company shall be eliminated or limited to the fullest extent permitted by the Uniform Limited Liability Company Act or other applicable law, as so amended. Any repeal or modification of the foregoing paragraph by the members shall not adversely affect any right or protection of any manager existing at the time of such repeal or modification.

ARTICLE EIGHT

MEMBER LIABILITY

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

ARTICLE NINE

SEVERABILITY

If any phrase, clause, sentence, paragraph, or provision of these Articles of Organization is held

to be void or illegal, then it shall not impair or affect the balance of these Articles, and the

undersigned Organizer of the Company does hereby declare that he

has signed and

executed the balance of these Articles without such void or illegal provisions.

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[signature page follows]

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IN WITNESS WHEREOF, the undersigned person has hereunto set his hand as Organizer of the

Company this 25th day of February, 2013.

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. '■' Creg J. Ferguson
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IN THE TERRITORY OF THE UNITED STATES VIRGIN ISLANDS
UNITED STATES OF AMERICA
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BEFORE ME, the undersigned authority, on this 25th day of February; 2015,
pex'^nally
appeared Greg J. Ferguson, who, being by me first duly sworn, declared that
he"'^is tS^ fi^rson
who signed the foregoing document as tire Organizer of the Comparry and<;!-
lhat!rfl^e staitements
contained in these Articles of Orgairization are true. / ;:1 „r.

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Notary Public m arid for the Tei:fitory of the United
States Vu-gin Islands
My commission expires:

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Brett A, Geary
Notary I'ublic NM2a-ll
St. Thomas / St. John. USVI
MyCommission Expires; 13socmber2l, 2015
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FORM ■ RACA12
The United STATES V:?gin Islands
OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF CORPORATIONS AND TRADEMARKS
Sires

RESIDENT AGENT FORM
CONSENT OF AGENT FOR SERVICE OF PROCESS

Business Basics VI, LLC

This writing witnesseth that I, the undersigned

Southern Financial, LLC

having been designated by

as resident agent of said company, upon whom service of process may be made in all suits

arising against said company in the Courts of the United States Virgin Islands, do hereby consent

to act as such agent and that service of process may be made upon me in accordance with

Title 13, Virgin Islands Code.

25th

IN WITNESS WHEREOF, I have hereunto

set my signature this

February 2013

day of

February

2013

at

St. Thomas

Virgin Islands

I DECLARE, UNDER PENALTY OF PERJURY. UNDER THE LAWS OF THE UNITED STATES VIRGIN ISLANDS. THAT ALL STATEMENTS CONTAINED IN THIS APPLICATION AND ANY ACCOMPANYING DOCUMENTS, ARE TRUE AND CORRECT, WITH FULL KNOWLEDGE THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE SUBJECT TO INVESTIGATION AND THAT ANY FALSE OR DISHONEST ANSWER TO ANY QUESTION MAY BE GROUNDS FOR DENIAL OR SUBSEQUENT REVOCATION OF REGISTRATION. -jj

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SIGNATURE OF RESIDENT AGENT

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[REDACTED]

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"I

DAYTIME CONTACT NUMBER

i

[REDACTED] St. Thomas, W00802

MAILING ADDRESS

[REDACTED] St. Thomas, VI 00802

PHYSICAL ADDRESS

██████████
EMAIL ADDRESS

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me this day of

i _____.

at

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/•

Notary Public

Brett A. Geary

Notary Public Nl'-i:4-ll

Si. I boiiv.is / SI. John, USVI

My Commission Hupircs: IX'cambor 21

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My Commis^iOT Expires

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a IRS

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE

CINCINNATI OH 45999-0023

Date of this notice: 02-28-2013

Employer Identification Number:

██████████
Form: SS-4

Number of this notice: CP 575 G

SOUTHERN FINANCIAL LLC

% SOUTHERN TRUST COMPANY INC SOLE M

9100 PORT OP SALE MALL STE 15

ST THOMAS, VI 00802

For assistance you may call us at:

██████████
IF YOU WRITE, ATTACH THE

STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We

assigned you

EIN ██████████. This EIN will identify you, your business accounts, tax

returns, and

documents, even if you have no employees. Please keep this notice in your

permanent

records.

When filing tax documents, payments, and related correspondence, it is very

important

that you use your EIN and complete name and address exactly as shown above.

Any variation

may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us. A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice,

visit our Web site at www.irs.gov. If you do not have access to the Internet, call

1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You

may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to

us at the address shown at the top of this notice. If you write, please tear off the stub

at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SOUT.

You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY)

575G

02-28-2013 sour 0 9999999999 SS-4

Keep this part for your records.

CP 575 G (Rev. 7-2007)

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

CP 575 G
9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 02-28-2013
EMPLOYER IDENTIFICATION NUMBER: [REDACTED]

NOBOD

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FORM: SS-4

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INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
SOUTHERN FINANCIAL LLC
% SOUTHERN TRUST COMPANY INC SOLE M

[REDACTED]

ST THOMAS, VI 00802
OPERATING AGREEMENT

OF
SOUTHERN FINANCIAL, LLC
A U.S. Virgin Islands Limited Liability Company
THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of
February 26, 2013, by Southern Trust Company, Inc. (hereinafter referred to
as "Sole Member"),
with a business address is 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgim
Islands 00802, and
which hereby forms Southern Financial, LLC, a U.S. Virgin Islands Limited
Liability Company (the
"Company") pursuant to the U.S. Virgin Islands Unifoim Limited Liability
Company Act (the
"Act") upon the following terms and conditions:

SECTION!

ORGANIZATION & FORMATION

Ai Formation. The Company has been organized as a U.S. Vhgin Islands Limited
Liability
Company under and pursuant to the U.S. Virgin Islands Limited Liability
Company Act (the "Act")
by the filing of Articles of Organization ("Articles") with the Office of
the Lieutenant Governor, on
Febmary 25,2013^ as required by the Act.

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

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

D. Duration. The Company shall continue in existence perpetually, beginning

on the date
of filing of the Articles, unless terminated by law or dissolved and
terminated.

E. Registered Office and Resident Agent and Place of Business. The
Registered Office and
Resident Agent of the Company for service of process within the territory
shall be: Business Basics

VI, LLC, [REDACTED] St. Thomas, U.S. Virgin Islands
00802. The Company's
principal place of business is 6100 Red Hook Quarter, B3, St. Thomas, U.S,
Virgin Islands 00802 or
such other place or places as the Sole Member may hereafter determine.

SECTION II

CAPITAL STRUCTURE; MEMBERSHIP UNITS AND CONTRIBUTIONS/TRANSFER OF MEMBERSHIP UNITS

A. Capital Contribution by the Sole Member: Initial Issuance. The Sole
Member's.

ownership rights in the Company shall be reflected in "Membership Units", as
recorded in the
Company's records. Upon the formation of the Company, the Sole Member shall
make a capital
contribution to the capital of the Company in the amount of cash, or of the
property-in-kind, or both.

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set forth opposite the Sole Member's name on the Schedule of Capital
Contributions attached
hereto. The Company shall thereupon issue to the Sole Member that number and
class of Units so
subscribed and contributed for. The Sole Member may make additional capital
contributions at any
time and in any amount that it may desire.

B, Transfer of Membership Units. The Sole Member may transfer any or all of
its

Membership Units to any person or persons, at any time and from time to
time. Subject to the
provisions of this Section, the Sole Member may assign its Membership
Interest in the Company in
whole or in part. The assignment of a Membership Interest does not itself
entitle the assignee to
participate in the management and affairs of the Company or to become a
member. Such assignee
is only entitled to receive, to the extent assigned, the distributions the
assigning Sole Member would
otherwise be entitled to, and such assignee shall only become an assignee of
a Membership Interest
and not a substituted member. An assignee of a membership interest shall be
admitted as a
substitute member and shall be entitled to all the rights and powers of the
assignor only if all the
members consent. If admitted, the substitute member, has to the extent
assigned, all of the rights

and powers, and is subject to all of the restrictions and liabilities of the members,

C. No Interest: No Return of Capital. Capital contributions to the Company shall not earn

interest, except as otherwise expressly provided for in this Agreement.

Except as otherwise

provided in this Agreement, the Sole Member shall not be entitled to withdraw, or to receive a

return of, a capital contribution or any portion thereof.

SECTION m

CAPITAL ACCOUNT

A, Capital Account. A capital account ("Capital Account") shall be maintained for the Sole

Member, and any additional member in accordance with the provision of this Article.

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

(a) The fair market value of the members' initial capital contribution and any

additional capital contributions by the members to the Company. If any property,

other than cash, is contributed to or distributed by the Company, the adjustments to

Capital Accounts required by Treasury Regulation Section 1.704-1(b)(2)(iv)-(d), (e),

(f) and (g) and Section 1.704-1(b)(4)(I) shall be made.

(b) The members' share of the increase in the tax basis of Company property, if

any, arising out of the recapture of any tax credit.

(c) Allocations to the members of Profit.

(d) Company income or gain (including income and gain exempt from income taxation) as provided under this Agreement, or otherwise by Regulation Section

1.704-1 (b)(2)(iv).

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

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

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

The fair market value of property distributed to the members by the Company (net of liabilities secured by such distributed property that such members

are considered to assume or take subject to under Code Section 752).

(b)

(c) Allocations to the members of Losses.

Allocations to the members of deductions, expenses, Nonrecourse

Deductions and net losses allocated to it pursuant to this Agreement, and the members' share of Company expenditures which are neither deductible nor properly

chargeable to Capital Accounts under Code Section 705(a)(2)(B) or ai'e

treated as such expenditures under Treasury Regulation Section 1.704-1(b)(2)(iv)(i), "Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulation Section 1.704-2.

(d)

The amount of any liabilities of the members that are assumed by the

(e)
Company.

SECTION IV

ALLOCATIONS AND DISTRIBUTIONS.

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

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

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

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

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C. Distribution upon Liquidation of the Company.

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

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

SECTION V

MANAGEMENT OF BUSINESS

A. In General. The Company shall be manager-managed. Jeffrey Epstein shall be the

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

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

SECTION VI

EXCULPATION OF LIABILITY: INDEMNIFICATION

A. Exculpation of Liability. Unless otherwise provided by law or expressly assumed, the Sole Member shall not be personally liable for the acts, debts or liabilities of the Company.

B. Indemnification.

1. Except as otherwise provided in this Section, the Company shall indemnify the manager of the Company and may indemnify any employee or agent of the Company who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that such person is or was a member, employee or agent of the Company against expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if the person acted in good faith, with the care an ordinarily prudent

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person in a like position would exercise under similar circumstances, and in a manner that such person reasonably believed to be in the best interests of the Company and with respect to a criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful.

2. To the extent that any manager, member, employee or agent of the Company

has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorneys' fees, incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein.

3. Any indemnification permitted under this Section, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by a majority vote of the members who are not parties or threatened to be made parties to the action, suit or proceeding (except in the event that there are no members other than the Sole Member, in which event the determination and evaluation shall be made by the Sole Member, regardless of whether or not Jeffrey Epstein is a party or threatened to be made a party to the action, suit or proceeding).

SECTION VII

LIQUIDATION

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

SECTION VIII

MISCELLANEOUS PROVISIONS

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

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

C. Amendment. This Agreement may be amended or revoked at any time, in

writing, with
the consent of the Sole Member. No change or modification to this Agreement
shall be valid unless
in writing and signed by the Sole Member.

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

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

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

WITNESSETH:

SOUTHERN TRUST COMPANY, Sole Member

By:

By:

Jeffrey E. Epstein, President

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