

Deutsche Bank  
Private Wealth Management  
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  
Southern Financial, U.C

as  
(Name of Limited Liability Company)  
I authorize 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.

I  
\

I (Name) (Address)  
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.

1  
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 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 sender 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.

•  
, hereinafter called the "Limited Liability Company" or "LLC," and hereby The undersigned has read and agrees to the terms of the authorization and indemnity herein.

7-3

Signature of Managing Member

Jeffrey Epstein

Print Name

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

IIIIII



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.

Virgin 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 Uniform Limited

"Act") upon the following terms and conditions:

Article I

SECTION I

ORGANIZATION & FORMATION

A. Formation. The Company has been organized as a U.S. Virgin Islands Limited Liability

Company under and pursuant to the U.S. Virgin Islands Limited Liability Company Act (the "Act")

by the filing of Articles of Organization ("Articles") with the Office of the Lieutenant Governor, on

February 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. Purposes. 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

imply all the powers necessary or convenient to affect any purpose, for which it is formed, in which

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 its dissolution; and terminated.

E. Registered Office and Resident Agent and Place of Business.

The Registered Agent and

Resident Agent of the Company shall be process server in the territory of the U.S. Virgin Islands

Business Basics

VI, LLC, 9100 Port of Sale Mall, Suite 15, 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

ARTICLE II: 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 in cash, or of the property-kind, or both,

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

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

Membership Units to any person or persons, at any time and from time to time. Subject to the provisions of this Section, the Sole Member may assign its Membership 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 member's.

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

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

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

return of, a capital contribution or any portion thereof,

### SECTION III

#### CAPITAL ACCOUNT

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

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

1. Changes 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)(v)-

(d), (e),

(f) and (g) and Section 1.7044(b)(4)(i) shall be made.

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

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

(c)

Allocations to the members of Profit.

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

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

(e)  
decreased, by:

(a)  
The amount of Company liabilities that are assumed by the members;  
2. Decreases In Capital Account. The Capital Account of the members shall be  
The amount of money distributed to the members by the Company pursuant to any provision of this Agreement.

(b)  
(ii)  
(d)  
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 (Section 752).  
Allocations to the members of losses,  
Allocations to the members of deductions, expenses, . No recourse  
Deductions and net losses allocated to it pursuant to this Agreement,  
and . the  
members' share of Company expenditures which are neither deductible nor  
properly  
chargeable to Capital Accounts under Code Section 705(a)(2)(B) or are  
treated as such  
expenditures under Treasury Regulation Section 1.704-1(b)(2)(iv)(i),  
"Nonrecourse Deductions" shall have the same meaning set forth in  
Treasury Regulation  
Section 1.704-2.

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

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SECTION IV  
ALLOCATIONS AND DISTRIBUTIONS.

A. Allocations, For purposes of determining 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 his 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 atid at such times, as determined by the Sole Member.

G. Distribution upon Liquidation of the Company,

1. At the termination of the Company 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 first, as to the Sole Member and any dissociated

members whose interests have not been 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 distribution described in the

foregoing paragraph, the Company shall make distributions in proportion to the amount of

the respective capital interest of the Sole Member and any

dissociated member's whose

interest has not been previously redeemed.

SECTION

• RMNATIONAL BUSINESS

A. In General.- The Company shall be 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 incidental 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 Member's 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

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 foisted or in favor of 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 and with the care an  
ordinarily prudent

person in ix l'M positiOri wotiid exercise it^der siniilar iiriiumstaiiGfe,  
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such person reasonably believed to be in the best uiterests of tiie Company  
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to a cririinal action Oir proceeding, if suGh. person had rib reasonable  
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person's conduct was unlawful,

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person shall be indemnified against actual and,reaspnabie expensei?,  
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fees, incurred by such pei'son in comiectiori with the action, suit or  
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action, suit or proceedi,ng brpiigiit to enforce the maridatOty  
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3,. At^y indemnification peihitted'under this Section,, unless ordered by  
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shall be made by ;the Gompany only as authorized in the specific case upori  
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SECTiONVIII

MLSCCELLANEOUS PROVISIONS

A. Sectioti.HeadHigs. The Section headings arid numbers CQritflined.:i)i  
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been inserted only as a matter of epnyeniepje.and for reference, and in rio

way shall be construed to  
define, and 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 pro  
visions were deleted. This Agreement may be amended or revoked at any time,  
in writing, with  
the consent of the Sole Member. No change or modification to  
this Agreement shall be valid unless  
in writing and signed by the Sole Member.

D. Binding Effect. Subject to the provisions of this Agreement .telatbg to transferability, this Agreemerit will be bitidiig upon andshall inure to the benefit of the parties, and their respective distributees, heirs, successors and eissigns.

E. Governing Law. Regardless of the place where this Agreement may be executed by the Sole Nfehiber, the rights arid obligatiorts Of the Sole Member, aiid any claim.s and disputes relating thereto, shall be subject to and governed by, and construed and enforced in accordarice witJi the

laws of the Territo:^ of the U.S. Virgiri:r,slands,

IN V^^ITNESS WHEREOF, the Sole Member makes and executes: this Operating, Agreement on die day aiid year first written above,

WITNESSETH:

By: SOUTHERN TRUST C0MP^¥rl5JC.i Sole Member

ARTICLES OF ORGANIZATION;

• SOUTHERN HANOVERIAL, LLC

^« S^A . ,

I, the undersigned natural person of the age of eighteen years or more, acting as organizer of

limited liability company under the Uniform Limited Liability Company Act, Chapter 1, 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 1000, St. Thomas, U.S. Virgin Islands 00802. The

physical address and mailing address of the Company are the same.

Principal Office

is:

2. The principal office and principal address of the

Company shall be the address stated in Paragraph 1 of these Articles as

the physical address of the Company.

• Company.

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Resident Agent and Office

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The

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3. The mailing address of the Company's principal office is 9100 Port of Sale Mall, Suite 1000, St. Thomas, U.S. Virgin Islands 00802.

IPiSt. Thomas, U.S. Virgin Islands 00802.

the physical address of the Company's principal office is 9500

'Port of Sale; Mall, Suite

1000, St. Thomas, U.S. Virgin Islands 00802.

The name of the principal resident agent is such as to be in compliance with the provisions of the Virgin Islands Limited Liability Company Act and the other laws of the Virgin Islands.

The business address of the resident agent is, and the address of the principal office are

identical.

ARTICLE TWO

• 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 Virgin Islands.

The foregoing paragraphs shall be construed to mean that the purposes and objectives of this Company, and it is hereby expressly provided that the foregoing provisions shall not be held to limit or restrict in any manner the purposes of this Company otherwise permitted by law.

#### ARTICLE THREE

##### UTILIZATION AND CONTINUITY

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

#### ARTICLE FOUR

##### ORGANIZER

The name and address of the organizer of this Company is:  
Greg J. Ferguson

H. A. T. A.

Mailing Address: 9100 Port of Sale Mall - Suite 15 St.  
Louisiana U.S. Virgin Islands 00802

#### ARTICLE FIVE

##### MANAGEMENT

Physical Address: 9100 Port of Sale Mall - Suite 15 St.  
Louisiana U.S. Virgin Islands 00802

Jeffrey B. Stein

The Company shall be manager-managed. The initial manager of the Company shall be Jeffrey B. Stein.

The physical and mailing address of the initial manager shall be:  
Sale Mall, Suite 15, St. John's, U.S. Virgin Islands  
9100 Port of Sale Mall

#### ARTICLE SIX

##### CAPITAL

the

Company shall begin business with capital in the amount of One Thousand United States Dollars (\$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 a breach of a manager's duty of loyalty to the Company

or its members, (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 4. breach of  
duty of a manager to die  
Company or an act or omission that involves intentional or a  
knowing violation of  
the law, (iii) an action from which a manager received an improper  
benefit, whether or not  
the benefit resulted from an action taken within the scope of the  
manager's position, or. (iv) an  
act or omission for which the liability of a manager is expressly  
provided for by an applicable  
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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.

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

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[signature page follows]

IN WITNESS WHEREOF, the undersigned person has hereunto set his hand as  
Organizer of the  
Company this 25th day of February, 2013.  
^-"Greg J, Ferguson

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

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ni  
BEFORE ME, the undersigned authority, on this 25th day of February, 2013,  
personally  
appeared Greg J. Ferguson, who, being by me first duly sworn, declared  
that he is the son  
who signed the foregoing, document as the Organizer of the Company  
and his statements  
contained in these Articles of Organization are true.

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/'  
7.1 ...v...  
Notary Public for the Territory of the United  
States Virgin Islands  
^ ^ ^ .Z ^ > Z ^ L.X" /  
^ /

My commission expires: .  
Brett A. Gifford  
Notary Public NP-LIU  
SV. No. 11111111 / St. John, USVI  
My Commission Expires: 11/11/2015

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OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OP CORPORATION.^ .ANO TRADEMARKS  
RESIDENT AGENT FORM  
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VI,. LLC  
hewing been designated; by Southern Einani::=ai, LLC  
a.s re.siderit agent of said company, upon'wliori'; si9fvice of process may  
be made in all suils  
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Virgin'Islands, do tiereby conseoi  
to, aet as. such agent dnd that, service pi process ,;viqy be made ajDpn me.  
in accordance wilN  
Tille 13, Virgin Islands Code,  
IH WITNESS WHEREOF,  
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SIGNA'iURE QP ftEIDENPAGGMTj^  
n,  
9100 Port QfSctie ^lall, Ste. 1!5. St. Thomas, #00802  
ai0D^Port 'Cif Saie Mall, ;Ste 15,. St. ThonMs,, V] 00802^  
,2:5th day of  
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I-'  
NOifARY:AGkN<pWLEpGEMENT  
Subscribed .and sworn to before me (his, ,2vt5,I^'day o''. . . . .;:..,f^2iZ!-  
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GOVERNMENT OF  
OF THE UNITED STATES

-CHARLOTTE

AMALJEI ST. THOMAS, VJ 00802

CERTIFICATE OF EXISTENCE

To Whom These Presents Shall Come;

I, GEEQORY R. FRANCIS, your Governor of the Virgin Islands do hereby  
certify:

that SOUTHERN FINANCIAL, LLC filed Articles of Organization with the  
Office

of the Lieutenant Governor on February 25, 2013 and the Company is duly  
organized under

the laws of the United States; Virgin Islands;

That the duration of this Limited Liability Company is perpetual;

That the company has paid all applicable fees to date; and

That Articles of Termination have not been filed by the company,

In Witness Whereof, I have hereunto set my hand and

affix the seal of the Government of the United States

Virgin Islands, at Charlotte Amalie, this 25<sup>th</sup> day of

June, A.D. 2013.

GEEQORY R. FRANCIS

Lieutenant Governor of the Virgin Islands

THE UNITED STATES VIRGIN ISLANDS  
OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF CORPORATIONS AND TRADEMARKS  
.5049 Kongens Gade  
Charlottesville, Virgin Islands 00802

Phone - [REDACTED]

fax - [REDACTED]

1105 King Street

Charlottesville, Virgin Islands 00820

Phone [REDACTED]

Fax - [REDACTED]

June 25, 2013

CERTIFICATE OF GOOD STANDING

This is to certify that the corporation known as SOUTHERN TRUST  
COMPANY, INC. FORMERLY: FINANCIAL INFORMATIONICS, INC. filed Articles of  
Incorporation office of the Lieutenant Governor on NOVEMBER 18, 2011 that  
a Certificate of Incorporation was issued by the Lieutenant Governor on  
DECEMBER 8, 2011 authorizing the said corporation to conduct business in the  
Virgin Islands and the corporation is considered to be in good standing.

^^fZm»W;iBmmM\

Denise Johannes

Director, Division of Corporation  
and Trademarks

PJ/gg

Corp file no. 583164'

in the State of

Virgin Islands

I, GREGORY R. FRANCIS, Lieutenant Governor of the Virgin Islands do hereby certify that

the company known as SOUTHERN FINANCIAL LLC, a Limited Liability Company, was duly registered to conduct business in the Territory on February 25, 2013 and is a legal

entity under the laws of the Virgin Islands.

SOUTHERN FINANCIAL LLC

was duly registered to conduct business in the Territory on February 25, 2013 and is a legal

entity under the laws of the Virgin Islands.

Witness my hand and the seal of the Government of the Virgin Islands at Charlotte Amalie, St. John's

Thomas, on the 27th day of February, 2013.

GREGORY R. FRANCIS

Lieutenant Governor of the Virgin Islands

AffijlTDCDEPflRTMENT OE THE TREASURY  
W;)1J\ 0 INTERNAL REVENUE SERVICE  
GINCINNATI OH 45999-002'i  
Date of thi s notice :  
02-28-2013

.Employer, ideiiti f icatio n NUrabor:

Ednil:  
SOUTHERN FINANCIAL. LLC  
% SOUTHERN -TRUST CMMpany INC SOLE M  
9100 PORT OF SALE MML STE 15  
ST THOMAS, V I 00802  
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Niirrtbe'r b f thi s noti'ce :  
Por assistance you, may call ua at :

IP YOU'WRITE, ATTACH THE  
STtJB AT Tile END OP THIS NOTICE.  
WE ASSIGNED YGO AN' EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Eiriployer Identificacion Nurriber (EIN) .  
'Vie assigned you

EIN This ElN wil l identify' ydu,, your business accounts, tax  
returns, and  
documents, even i f you have no employees. Please keisp this nptice in your  
permanent  
records.

When filin g tax dpcuments, paynients, and reiated correspondence, i t ia  
very important  
that you use your EIN arid complete name and address exactly as shown above.  
Any variation  
may cause a delay i n processing, result in incorrect information in your  
account,, or eyen,  
cause you to be assigned more than one EIN. I f the information is not  
correct as shown  
above, please make tlie correction using the attached tear of f stub and  
retum i t to us.

A liimited liabilit y cdrtipany (LtC) may fil e Ebrtn .8632, Entity  
plasBification Election,  
and elect to be classif ied as an association taxable ,as a corporatibiii. I  
f the iitq i s  
eligible to be treated as "a, edrporation that meets certain testd .and' i t  
wil l be electing S  
corporation status, i t must timely fil e Form 2553, Election by a Small.  
Buainese  
Corporatori. The LLC wil l bei treated as' a cdrpdratioh as of the  
effective date of the S  
corporation election and does hot rieved to fil e Form 8832.

To obtain tax forms and publications, inciuding those referenced in this  
notice,  
visi t our Web ait.e at [www.irs.gov](http://www.irs.gov). I f you do not ha-ve access to the  
Internet, call

or visit your local IRS office.

**IMPORTANT REMINDERS:**

\* Keep a copy of this notice in your permanent records. - This notice is issued only once a year 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.

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.

\* 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

CONSENT OF

THE BOA1« ) dip D

•Z'6B7

SOUTIHERN TRUS T COMPANY , INC .

The uncfetsigned, being aU: of the Durectors of Sputhein Trust Gompny, Inc., a U.S. Virgin Islands

Gorporation ("die Gbj|»6rafiOil''), hereby certify that the following resolutioiis were uhanimoushr adopted

and entered into by the. Board of Directbrs on the 19\*: day of M

..

WITNESSETH:

WHER^AS I the Gofrporation is a corporation organized and existiig \mder the laws of the U.S.

"Virgin Islands; •

WHEREAS, the Board of Directors as of the d^

' ,i Jefftey, Epstiein;

Barren-K.'indyke ^

Richard Kahn

WHEREAS, the imdetsi^ed, beirig ah of the djre^^^

the following actii:ihs in lieu bf a mdeting of the Bbard of Directors in aiGcbridance' \wtK' t^^

Corporation La-w of the Uriited States Virgin Islinds (the "GCL") and waive any . notice to be given;;in

connection with the mei:ting: pursuant to the GCL;

•

the United .States Virgin Islim

WHEREAS, Financial Trust Gompny, Inc.: , a coiporation organized and ekistihij under the laws of

is thC: sole :shareholder.of Jeepers, Iric^

and existing under the laws of the Uriited States Vitjgih Islands

("Jeepers"), which has elected to be taxed as

a.qualified subchapter S.subsidiary;

;. WHEREAS, . die Board of Directors of FTC determined that it is ili the best iherests of the

Corporation and its. sole sharieholder, Jeffrey B- Eps.tein ("Epstein"), to transfer and- distribute to Epstein all

of the issued and ; (diutstahduig share^^ of Jeepers,. &ee; and; clear of aU Uens; daiihs . and encuiribrances (the

"Jeepers Interest''), such that Epstein shall become the sole, shareholder of Jeepers;

WHEREASj Epstedri is also the sole shar^^^^

WHEREAS, the Corporatipn is. the: sole meniber Of Southern Finanqaii LLC, a United States

Virgin Islands limited liabihty company organized pri Eebfusuy^

WHEREAS, the Board of Directors bf FTC fhas determined that if is; in tihe best iritet^ste

and its sole shareholder torinerge FTC into SF,; upon;the completion of which: merger SF. shall be the

sUmving entity of said merger (the "Merger?^^^^

'

• ,

organized-

; \^^EREASi;it is liritendeci that the Metger  
the;ptovisjbns;^o^^  
PLM of Merger in ;(he :^  
effeemated uponj iri accordance with, and subject to,  
as Exhibit "A" hereto, which has:  
also been approved by the Board of Directors of FTC and its sole sharchbldcr:-  
(the "fviergcr Agreement"); '  
'WMERpAS,'in cprinectibn with th^^  
Merger'  
Agreement, Epkein is to surrender for eaneellation tep thbusand'(10,000)  
shares of the Common Stock of  
FTC, representing all of the issued and outstandmg shares .of FTC's Gommoh  
Stock and all of such issued  
arid outstanding shares held by Epstein, and in. consideration o^^  
owned subsidiaiy of the Cbipbration, arid the tiarisf«:^ b  
into SF. the wholly  
assets to SF by operation of laW as a  
result of such Merger, the Corporatibn is to issiie an additional ten  
thousand (10,000) shares of its Common  
Stodc, \$.01 paryalufe (the "Comih  
. WHEREASj the Board: of DirectOrs>of this ,Gorpbratibn has deteiiriined.  
that' it is ' both advisable  
and in the best mterests of the Corporation and of Epstein, as the sole  
shareholder of the Gorporation, that  
the Merger be. ; consummated upoi, in acGprdariee with; :and subject^ the  
provisions of the Merger  
Agreement, and: that in connection therevitith, the Corporation issue the;  
Additipnal Shareis tb Epstein;  
NOW THEREFORE BE IT:  
RESOLVEDj that, after cbrisummatifDn by FTC of its issuance;tb Epstein bf  
the Jeepei:s:Iriterest,  
the Merger, upon, in accordarice with, and siibject tb,.the. tem  
and,it isheryby^authbozedaridapproved;^^  
: ' ,RESOL^Dj thatit is iritai^  
368(a)(i)(A) of the Intemal Revenue Code;  
RESOLVED, that the forn aritl provisions of the: iVIergef Agreement, be and  
they hereby are  
adopted and approved;  
.RESOLVED, in cbrihection:with the;M^^  
Agreement, the Corporation issue the AdditioriaJ Shares to j^^^  
RESOLVEI), thati the President of the Goipprati  
and: directed, fbr airid on bahaif o f tbe Gpijoration, ;t6'i^^  
execute and file;with ithe Office of the Lieutenant Gbyemof of the United  
Stiatcs Virgin Islands Articles of  
Merger in form and substariGe that has; betfi approv  
. .  
compliant -with the re(^uirenierits of the GCL and riecesary or appropriite  
iri order to effecmate Mergef in  
accbrdsnce with tiie prbisibns of the M  
RESOLVED,, that the officers of die .Cbrporation.bi;, and each of them  
hereby is, authorized,,

ernpbwMed and dirdGted, for and on behalf of the Corporation, to execute:  
and; deliver all such agreements, documents and instruments, to pay all such costs and expenses, and take all such other action as such officers may deem necessary or appropriate for the Merger Agreement.  
in order to consummate the Merger Agreement in accordance with the provisions of the Merger Agreement.  
• •;'.  
,

This consent shall be filed with the Minutes of the proceedings of the Board of Directors of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Resolution as the directors of

Financial Trust Company, Inc., on this 19<sup>th</sup> day of March, 2013.

Jeffrey E. '.

Darren K. Indyke

m

Richard Kahn

CONSENT OF  
THE BOARD OF DIRECTORS

, ... ' OF ...  
FINANCIAL INFOMATIGSi INC

The undersigned being all of the Directors of. Financial Infomatics, Inc.,  
a . U.S. Virgin Islands  
Corporation ("die Corporadori"), hereby certify that the follbwing  
resolutions were unanimously adopted  
and entered into By the Board'of Directors on the 18\*' day. of NGV(2niber,,  
2011.^.^

WITNESSETH:

•Virgin.Islands; and ,

18,2C)ll;and,'. •;;rWHEREAS,  
the.Coiporation is a, corporation prganized, and existing imder rhe laws of  
the U.S.

. " .• ,.  
. ;;WHEREAS, the,.Corppration.was duly .fonnedii^

.-Z-'...,,  
::'

WHEREAS, this Board of Directors as of'the date of tlu^

Jeffrey Epstein

Darren Indyke.

Richard Kahn

. ::;WHEREAS, the,undersigried, beingi.a.ll of the .directors of Financial  
InfoinatiGs, Inc., consent-to.the .  
taking of die following actions in lieu of a meeting of the. Board of  
Directbrs-in accordance with the  
corporation liws pfthe United: States Virgin Islands.and waive: any notice  
to b'egiveh inGonricctidh with the  
meeting pursuantto,the corporation laws of

. . . .WHEREAS; thiis cbipbration: is jauthbiized; in its;/ar/rt/a bf  
iiicorpbr

/0,0(90 shares of Stock of the par value of \$.0/per share; and.

/

WHEREAS, a depositor)' shall 'be established for the Rinds, of the  
corporation .and those who are •

authorized to do so may withdraw them on :behalf bf the corporation; and

NOWTHEREFGREBE:Er;-- ,••'.

.'r - ••.;;;••,

RESOLVEl3, tharall'acabns taken by the incbipbratprs of ilie Corporafioii d  
frbim

November :18, 2011 ithrough the date b f this Cbnsent; induding, :but:.not  
limited to,-filing the Certificate of

Iricprporation of the Corporation and addpdng the; initial By rLaws of the  
Corporation, be, and each ofthe

sarne hereby is, in all respects, ra

RESOLVED, that the officers of the Corporation shall include a .President,  
and may include one or

more Vice presidents, a Secretary and a Treasurer; and, it is further  
RESOLVED, that each of the following persons is hereby appointed and  
elected to the office set  
forth opposite his name below to serve as such in accordance with the  
provisions of the By-Laws of the  
United States Virgin Islands on November

Corporation until the next meeting of directors of the Corporation immediately following the next annual meeting of its stockholders of the Corporation and until his successor shall have been duly elected and shall have qualified;

·:  
· Jeffrey Epstein, President  
Darrin Indyke, Vice President and Secretary  
Richard Kahn, Treasurer

And it is further

RESOLVED, that the officers of the Corporation be, and each of them hereby is authorized, :

empowered and directed to produce all books of account necessary or appropriate in connection with maintaining the records and conducting the business of the

Corporation; and to pay all costs and expenses and to make reimbursement for all expenditures made in

connection with the organization of the Corporation; and it

RESOLVED; that the specimen of stock certificate to evidence shares

of this Common Stock, par value

of .01 (the "Common Stock"), of the Corporation in the form submitted to the undersigned, which is to be

filed with this Consent, be and the same hereby is, approved and adopted;

and the President, the Vice

President, the Secretary, and/or any other officers authorized by the By-laws of the Corporation be, and

each of them hereby is, authorized to issue certificates; in such form for shares of fully, paid and non-

assessable Common Stock when the issuance thereof is duly

by the Board of Directors of the

Corporation; and it is further

RESOLVED, that the Corporation accept the subscription of Jeffrey E. Epstein for 10,000 shares

of Common Stock, upon the terms and conditions contained in the subscription agreement, dated as of

November 18, 2011 of Jeffrey E. Epstein, a copy, of which shall be filed with the official records of the

Corporation; and, it is further

RESOLVED, that the Vice President and the Treasurer of the Corporation be, and each of them

hereby is, authorized and directed to issue, on behalf of the Corporation, to Jeffrey E. Epstein, a certificate

for 10,000 shares of the Common Stock; and it is further

RESOLVED, that all of the 10,000 shares of the Common Stock as authorized for issuance by, the

immediately preceding resolution shall be in all respects, when

aforesaid, validly issued, fully paid

and non-assessable; and it is further

RESOLVED, that the seal, which appears in the margin of this Consent, be, and

the same hereby is, adopted as the seal of the Corporation; and it is further

{Z FHESOLV^Di:that the corporate^recotd lx)pk:and.the stock:  
transfer:letiger.thereof, be and: each of  
the; same hereby is, adpoted as the record book and stptk transfer ledger,  
respecdvely, of the .Corporation;  
••.andifis-further •: r, '. • •'•  
,

Corpbi:atiori,..the Presiderit,' ahy Viife President, .t^  
each of them hereby is, authorized :as follows;

' . ••';••'•'• :\: •

RESOL'VED, that,:With .rcspcct to the openirig, maintaining and closing of  
bank accounts of the

a.-^d

•;'

t . Fo designate one or more banks, trust companies or other, siniiilar institutions as depositories of the fiirids, includirig, without limitation, cash and cash equivaleilts, of tlie Gorpbraticiri;

: ,2: ..Ipi. op'en, keep and /elbse; general and speeial bank accpunts, including generai deposit accounts,

' • payrQUI:accoijri

3: To cause t0; be deposited :in stjch •accounts with :any s^^ time such furids, sihcluding- without: lirriitatiGn, cash fatid cash ecjuivalehts,: of.the Corpqratorii as such officers deem necessary' or advisable, and to desigriate or change the designation of the officer or officers and agents of the Corporation .who will he authorized to. make such deposits and tn endpcse such checks, drafts or.other instruirientS: for .such deposits;

'4. From time to time to designate or change the designadon of the officer or officers and agent or agents.of the Corporation, who, wiU be authorized to sign ; ^ ;; , 'V

• .: 'orders for Ae payrrients bf rnoney issued; in this name,pf the Cofporation against ariy furids .. 'Z : .

5: To authorize the use;:of facsiinile sigriattires •for tiiei signing .pr couhter.sighingbfdiccksv drafts or. . other orders for the payment bf rrioney, and to enter into such agreements a's biinks;:atid rrust companies customanly require as a;conditibn: for permitting the use of facsimile, signatures;

6. Tp make such general and special rules and regulatioris v.ith respect to, such accounts as they . may deem necessary or advisable; and .7-. To coniplete,' execute .and/or eertify any customary printed biank signature card forms in order"

.: to cbnVeniehdy /exercise the autiiprity'granted by this resoliitipn ;and: ariy resolutions; thereori'' shall be deemed adopted as part hereof; and it is further: .

••,;.,;:••'.,;.,••

'RESOLVEi)

•Goip'bration be,' atid- such pfficer hereby is,.'

aufboriied tp prepare and certify as;thc resolutions of the Board; of Directprs, as if adopted verbatim by this, :

Corisent, any suchH additional resolutions as any such dispsbitoty may require in connection with die opening of an account with such depositor)'as authorized pursuant to the immediately preceding resolution, and that any such depository to which a copy of the immediately preceding resolution and such additional resolutions, if any; have been certified shall be entitled to rely, thereon for all pufposes until it shall have receiyed written notice of the revocation Or amendmerit. Of such resoludons

by the Board of Directors; and

it is further, .•

;year;and'itis';'further .•

RESOLVED, that the fiscal year of this Corporation .shall begin the first day of Januar)' in:each

;• . . •'•:: ;:•: ',, . '•.: '•• :.~;;•,, '•• '

•

RESOLVED,, that for the purpbse of aUthPrizing the Coiporation to do business in any state,

territory or dependency ofthe Utiited'States or any foreignri countiy in which itis necessary bf expedient for

•the Corporation :tp transact business, the officers of the Gorporation be, arid, each of them hereby is,

authorized to appoint and substimte all necessary agents or attorneys for sen'ice of process, to designate and

change the location ofall necessar)' offices ofthe Gorporation,

whether .statutory Or othervwise, and, under

the seal of the Corporation, to make and file all necessary certificates, reprrts, powers of attorney and other

instruriients a's inay be .required by .the laws, of such st^te,

te'rritoi^, dependency or cbuntx)' tb.authbriise the

Corporation to transact business therein; and it is further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed, on behalf of the Corporation, to do and perform all such further acts and things, to execute and deliver and, where necessary) or appropriate, file with the appropriate governmental authorities, all such further certificates, contracts, agreements, documents, instruments, instruments of transfer, receipts or other papers, and to pay all costs and expenses (but only to the extent that any such officer has signing authority) with respect to the bank accounts of the Corporation), including, without limitation, such taxes and assessments, as in their judgment or in the judgment of any of them shall be necessary or appropriate to carry out, comply with and effectuate the purposes and intent of the foregoing resolutions; and it is further RESOLVED, that the Corporation proceed to carry on the business for which it was incorporated.

This consent shall be filed with the Minutes of the proceedings of the Board of Directors of the Corporation,

IN WITNESS WHEREOF, the undersigned has executed this Resolution as the first director;; of Financial

Informatics, Inc., on this 18<sup>th</sup> day of November, 200.

Jeffrey Epstein, Director

Darren Indyke, Director

Richard Kihn, Director

FINANCIAL INFOMATICS, INC.

SUBSCRIPTION FOR COMMON STOCK

I, the undersigned hereby subscribes for Ten Thousand (10,000): shares of the Common, Stock, \$5.01 par value, of Financial Infomatics, Inc., a United States Virgin Islands corporation (the "Corporation"), the Certificate of Incorporation of which was filed with the Office of the Lieutenant Governor of the United States Virgin Islands on the 18<sup>th</sup> day of November, 2011, and agrees to pay therefor and in full payment thereof, upon call of the Board of Directors of the Corporation, \$5.01 per share in cash or by check made payable to the Corporation, at which time a certificate shall be issued to the undersigned for the number of shares subscribed for.

Dated as of November 18, 2011

Subscriber for IQ

of Common Stock, \$5.01 Par Value

Subscription Accepted

As of November 18, 2011

FINANCIAL INFOMATICS, INC.

By

Darren K. Indyke

Vice President

IH] Current Classification: (click here for help) Internal

[2^^ .

Sender

^

sr

JayLipman

Fran M Wickman

Date

08/26/2013 12:04 P,M

08/26/2013 12:08 PM

CIP failure rectification [1]

Jay Lipman to: Fran M Wickman

08/26/2013 12:04 PM

Subject

,p> ^ CIP failure rectification [1]

Re: CiP failure reci

Classification: For Internal use only

Hi Fran,

Please could you let me know if this document is sufficient for what we need?

For Account:

For Source of Wealth:

Epstein began his financial career in 1976 as an options trader at Bear Stearns and became a

partner in 1980. In 1982, Epstein founded his own financial management firm, J. Epstein & Co.,

managing the assets of clients with more than a billion in net worth. In 1996, Epstein changed the

name of his firm to The Financial Trust Company and based it on the island of St. Thomas in the

US Virgin Islands. All of his clients were anonymous except for the very wealthy businessman

Leslie Wexner. His wealth has come from his days at Bear Stearns and his financial management

firms

Kind Regards,

Jay Lipman

Jay Lipman

Analyst I Markets Coverage Group

Deutsche Bank Securities Inc

Deutsche Asset & Wealth Management

345 Park Avenue - 26th Floor

New York, NY 10154

Tel. [REDACTED]

Fax [REDACTED]