

Deutsche Bank
Private Wealth Management
Limited Liability Company Account Authorization & Indemnity
as Southern Financial, LLC

The undersigned hereby represents and warrants that he or she is the
managing member in a limited liability company known
^ hereinafter called the "United Liability Company" or "LLC," and hereby
^

(Name of Limited Liability Company)
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.

I
\
(Names)

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 debt 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 a'uthorizptitJfr and indemnity on^pis-ftSFrnT

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.

09-PWM-0168.0M 25C (05/11) LLCA

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

Liability Company Act (the

"Act") upon the following terms and conditions:

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 Company

upon proper notice and filing with the Office of the Lieutenant Governor of the U.S. Virgin Islands

and 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 laws 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 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, 9100 Port of Sale Mail, Suite 15, St. Thomas, U.S. Virgin Islands 00802. The Company's

principal place of business is 6100 Red Hook such other place or places as the Sole Member may hereinafter determine;

SECTION II

CAPITAL STRUCTURE; -MEMBERSHIP UNITS AND

COOPERATIONS/TRANSFERS OF MEMBERSHIP

A. Capital Contributions by the Sole Member; Initial Issuance. The Sole Member's,

ownership righte in the Company shall fee reflected in "Membership Units",^
as recorded in the
Cbmpany's records.. Upon the formation of the- Company, the Sble'Member shaU
make a capital .
. contribution fp the capital ofthe Company in the amoimt of cash, or of the
property-in-kind, orboth,

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 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 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, inasmuch as 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 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.

L 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).

(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)
(c)
(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 pro rata subject to Under Code Section 752).
Allocations to the members of Losses.
Deductions and net losses allocated to the members 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)(j).
"Nonrecourse Deductions" shall have the meaning set forth in Treasury
Regulation
Section 1,704-2.

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

G. Distribution on 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 thereafter in proportion to the Membership Units.

If the Company lacks sufficient assets to make the distribution 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. 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 incident to the management of the Company's business.

B. Voting of Investment 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

EXEMPTION OF LIABILITY; INDEMNIFICATION

A. Exemption 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, as if he were an
ordinarily prudent

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, or 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 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 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 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 subtitles 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 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
entirely. 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 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 hereby ratifies and executes this Operating Agreement on the day and year first written above,

WITNESSETH:

By: SOUTHERN TRUST COMPANY, Sole Member

ARTICLES OF ORGANIZATION.

SOUTHERN FINANCIAL, LLC,

"

STATE

^

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.

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

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- Company;

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Resident Agent and Office

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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.

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- n, 1.3.

The mailing address of the Company's initial designated office is 9100 Port of Sale Mall, Suite

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

The physical address of the Company's designated office is

9100, Port of Sale, Mal. 1,

Suite 15, St. Thomas, U.S. Virgin Islands 00802.-.

The name of its initial resident agent and such address is Business

Financial, LLC;

The business address of the resident agent and the address of the designated 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 laws of the U.S. Virgin Islands..
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•rhe foregoing :paragi'aph shall be cnsliued ag-,eiuiingratmg both
bl:>fect:s and purposes of this
Company, and if is hereby expressly provided that the fpvegGmg
riiixieration of specific
purposes shalf not be held to limit or restrict in any manner fee: pui-
poseis of this: Company
other-wise permitted .by law.

ARTICLE THREE

DURATION AMD GomiNUITY

The period of duration; of;this Gompany'shafi be perpelnai. No member
shallhave fli0'power tb
dissolvethe Gompany by his or her-independeni':aGtof, aiiy kind.

ARTICLE. FOUR

QRGAMZER

The name and address of the-organizer of thi.s'Go.mpaiiy -is;
Greg J. Ferguson

^

Virgin islands 00802

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Mailing Address; 9100 Port: of Sale lvfall,(-Suit@i,l*^] St
'liiomias,

^ Cl

Plrysieal Address: 9100 POrt of Sale M/:-^ite^-15?

Thornas, U.S. Virgin Islands 00802

oARTICLE

FIVE

MANAGEMENT

" " " " " ^

The Gompany shall be manager~managed..The- ii-iitial ilianager of the
Company shall be-Jeffrey

Ep.stein.; The physical and mailii-ig-address of the iratialmanagerbf the
Cornpany is 9100 Port of

Sale Mall, Suite 15, St.'riiGOTas,U.vS.. Virgin. f8,lana.-^^^

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ARTICLESIX

CAPITAL

The Company shall begin busmess witli eapital. in the ai-nount of One
Thousand Umted ;Statef5

Dollars (US \$1,000;00).

-ARTICLEiSEVEN

LMtTATION OE: LIABILITY

No manager of the Company shall b'e- liable to the Coinpany or its meitibers
for monetary

damages for an aek or an Oriilssionin such managers capacity as a membexv
except for liability

of a manager for (i) a breach of a manager's duty- of loyalty to the.

Company or its members,, (ii)

ail: act or omission, not in good faitli>. tliat consti,feutes a. breach of
duty of-a manager -to: the

Company or an act or omission that involves intentional misconductJGt 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 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
rule.
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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, the liability of any manager of the Company shall be extended 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 1.303, 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 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 tire
Company-tliis; 25th. day of Februaiy, 2013.
'-'Creg J, Ferguson

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IN THE TERRITORY OP THE UNITBD STATES VIRGIN ISLANDS
UNITED STATES OF AMERICA

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j-.-') rxo o'"^
BEFORE ME, the undersigned authority, on this 25fh day bf Februa/|; 2ai3>
por^nally
appeared Greg J. Ferguson, who, being by me first duly sworn, declared that
l-iH% t|S fferon
who .signed die foregoig docuirient as die Organizer of the Company and:!--
f5liatl.l6e statements
containedin these Articles of Organization are trae.

'.' i .,r.
.... '-f-h- \
Notary Public in aivd for the "Mi'itory of tlie.United
States Virgin. Islands

My commission expires:.
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Notaty l'iiWicNI'-l2-1.-l.l
St. l-horaas/ Sl, John, USVI
MyCommisslon.Expirck.Usccifilwr J), 3915

FORM « RACA12

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OF THE LIEUTENANT GOVERNOR
DIVISION QF CORPORABON.S .AND TRADEMAi?KS
.RiSIDENl AGf NT FO.RM

If a.F^ AGENT FO.R -.SERVICE O.F PR.Ocf SS

Tl-tis writing witriesseth that I, the undersigned

having been designated; by §0.^11^.^-^ luuai.L..... LLC

m resident agerit of said company, upon: whom s&svvice of process m.ay be
mode in; dll soils

arising against said ;cbmpdny in lthe Courts; ol the UniTad iSiales Virgin
Isidnds, do hereby consent

fo. act OS; such agent and that service; pf process ;fisy be made upon me in
accordance with

Title 13, Virgin Islands Code.

llsl WITNESS WHER.EOF,

I have hereunto" se-> my signalure this ..^^ii l day ;of

Febi-uai-y 2013

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DENIAL OR SUUSEQUENT l!|VOCAIIION.C)f REGISIDATSa-N.

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DAYTIME CONTACT NUMBE.R 340.77a2564 -

MAII.INC? ADDRESS

PHYSICAL ADDRESS

EMAILADDRESS

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9.10D^:Port .of Sale Mall Ste 15,,St. TlTomas, ¥I (30802'

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VIRGINIA

^S- OF T.HE UNITE.D STATES

-oGHARLOTTE

AIVIALIE, ST. THOMAS, VI 00802

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF EXISTENCE

To Whom These .Presents Shall Come:

1, GREGORY R. FRANCIS, Lieutenant Governor ofthe Virgin Islands,^ do hereby certify:

That SOUTHERN'FINANCIAL, LLC filed Articles of Organizalion with the Office ofthe Lieutenant GoverniDr dh February 25^ 2013 and the Company is duly organized under

the laws of the United States; Virgin Islands;

777a/ lthe chit-atori ()f this Limited Liahiliiy Company i.s perpetual;

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

That Afdeles of Termination have not been filed by the company.

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(^P|ff---...,fep||:;y^^

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Witness- Whereof, ,1 have hereunto, set my hand and

• affi'^ the -seal - of the. Government of the United States

Virghi Islands, at Charlotte Amalie,. this 25'" day of

20-^^GKKeWi'

R. FRANCIS

Lieutenant Governor of the Virgin Inlands

THE ONI IKD STATB-VIRGIN ISLANDS
OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF CORPORATIONS AND TRADEMARKS
5049 Kongens Gade
Charlotte Amalie, Virgin Islands 00802

[REDACTED]
110 King Street
Christianssted, 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 INFORMATICS, INC. filed Articles of incorporation with the 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.

Denise Johannes
Director, Division of Corporation
and Trademarks
PJ/gg

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Corp No. 583164

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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.

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I.,.,,

I l l il^ ,

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.

«

-V.-'r'r'.-.,.' , -V,'r.. ,•

,.,1 *

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GREGORY R. FRANCIS

Lieutenant Governor of the Virgin Islands

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tffi) TOO DEPARTMENT OE THE TREASUR'Sr

W i-Ev^J INTERNAL REVENUE SERVICE

GINCINNAT-I OH 45999-Q023

Date of this notice:

02-28-2013

Employer identification Number:

66-0799192

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 :

i-8b0-'829-4933

IF YOU WRITE, ATTACH THE

STUB AT THE END OP THIS- NOTICE.

WE ASSIGNED -YOU AN EMPLOYER' IDENTIFICATION NUMBER

Thank you for applying for arr Employer Identification Number (EIN) . -We assigned you

EIN 66-0799192. This EIN wil l identify'you,, your business accounts, tax returns, and

documents, even i f you have no employees. Please keep this .notice i n your permanent records.

When filin g tax documents, payments, and related -Gorrespondence, i t i s very important

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

tnay cause a delay i n processing, result in incorrect information in your, account,, or even

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 off stub and return i t to us.

A limited liability: y cbpany (LLC) may fil e Form .8832,, Entity Classification Election,

and. elect to be classified as an association taxable, as a corporation.. I f the LLC i s

eligible to be treated as a. cdrporation that meets certain tests .and- i b will be electing S

corporation st;atus, i t must t-iraely fil e Form 2553., Election by a Small Business

Corporation. The LLC wil l be 'treated: as' a corporation as of the effective date of the S

corporation election and does not ried to fil e Form 8832,.

To obtain tax forms and- publications, including those referenced ir i this notice,

visi t our Web site at wv;.irs.gov. If. you do .not have access to the Internet, call

1-800-829-3676 (TTY/TDD 1-800-829-4059) or visi t 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.

CONSENT OF
THE BOARD OF DIRECTORS

•• 6¥ •

SOUTHERN TRUST COMPANY, INC.

The undersigned, being aU; of the Directors of Southern Trust Company,.
Inc., a U.S. Virgin Islands
Corporation ("die Goi|)orafioirt")i hereby certify that ithe following
resolutioris were unanuridusly adopted

and entered into by the Board of Directors on the 19* diay of March 201^

WITNESSETH:

WHEREAS, the Gorporation is a cotppration organized and existiig under the
laws of the U.S.

Virgin Islands;

: WHEREAS, the Board of Directors as of tlie date; of this Consent are; as
follows:

Jef&ey Epstein

- •. ' Datten-K.-Inidyke

Richard Kahn

WHEREAS, the imdersigned, beirig ah of the dix^
the followirig actioiis in lieu df a meetirig of the Board of Directofs in
accordance

Corporation Law of the United States; Virgin Islands (the "GGL") and waive
any notice to be given in

connection with the meeting: pursuant to the GGL;

WHEREAS, Fmancial Trust Company, Inc., a corporation organized and existing
under the laws of

the United States Virgin Islands ("FTC^, is the, sole :shareholdet of
Jeepers,; Inc., a corporation organized

and existing under the laws of the Uriited States Virgin Islands

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

a qualified subchapter S subsidiary;

WHEREAS, the Board of Directors of FTC determined that it is in the best
interests: of the

Corporarion and its sole shareholder, Jeffrey E. Epstein ("Epstein"), to
transfer arid-distttribute to Epstein all

of the issued and outstanding shares of Jeepers, Qree: arid: clear of all
hens, claims and encumbrances (the

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

WHEREAS, Epstein is also the sole shareholder of Corporation;

WHEREAS, the Corporation is the sole member of Southern Financial, LLG, a
United States

Virgin Islands limited liability company organized oh February 25, 2013
("SF"); and

WTIEREAS, the Board of Dkectors Of FTCi^^^

and ;its sole shareholder to iinerge^^F^ into !SF,vupoh;; the coniepletion
of .which^^^ m

surviving entity of said merger (the "Merger");

be the

WHEREAS, it is intended that the Merger be effectuated upon, in accordance with, and subject to, the provisions of an Agreement and Plan of Merger in the form annexed as Exhibit "A" hereto, which has also been approved by the Board of Directors of FTC and its sole shareholder (the "Merger Agreement");

WHEREAS, in connection with the Merger and pursuant to the provisions of the Merger Agreement, Epstein, is to surrender for cancellation ten thousand (10,000) shares of the Common Stock of FTC, representing all of the issued and outstanding shares of FTC's Common Stock and all of such issued and outstanding shares held by Epstein, and in consideration of FTC's merger with and into SF, the wholly owned subsidiary of the Corporation, and the transfer of all of FTC's assets to SF by operation of law as a result of such Merger, the Corporation is to issue an additional ten thousand (10,000) shares of its Common Stock, \$.01 par value (the "Common Stock") to Epstein (the "Additional Shares");

WHEREAS, the Board of Directors of the Corporation has determined that it is both advisable and in the best interests of the Corporation and of Epstein, as the sole shareholder of the Corporation, that the Merger be consummated upon, in accordance with and subject to the provisions of the Merger Agreement, and that in connection therewith, the Corporation issue the Additional Shares to Epstein;

NOW THEREFORE BE IT :

RESOLVED, that, after consummation by FTC of its issuance to Epstein of the Jeepers Interest, the Merger, upon, in accordance with, and subject to,; the terms and conditions of the Merger Agreement, be and it is hereby authorized and approved.

RESOLVED, that it is intended that the Merger qualify as a tax-free reorganization under section 368(a)(1)(A) of the Internal Revenue Code;

RESOLVED, that the form and provisions of the Merger Agreement, be and they hereby are adopted and approved;

RESOLVED, in connection with the Merger and pursuant to the provisions of the Merger Agreement, the Corporation issue the Additional Shares to JE.

RESOLVED, that the President of the Corporation be, and he hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to execute and deliver the Merger Agreement, and to execute and file with the Office of the Lieutenant Governor of the United States Virgin Islands Articles of Merger in form and substance that has been approved by legal counsel to the Corporation as being

compliant with the requirements of the GGL and necessary or appropriate in order to effectuate Merger in accordance with the provisions of the Merger Agreement; and RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to execute and deliver aH such agreeirientSj documents and instruments, to pay all such costs, .fees:and expenses,:and take all such other action as such officer deems necessary or ad-visable in order to consummate the Merger 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 undetsigned has executed this Resolution as the Rectors of

Financial Tmst Company, Inc., on this 19* day of March, 2013.^

Jeffirey E.^psteirr"^

A Darren K.Indyke

/jc W.. L/Jm

Richard Kahn

CONSENT OF
THE BOARD OF DIRECTORS

OF •• -

FINANCIAL INFOMATICS, INC.

The undersigned, being all of the Directors of; Financial Infomatics, Inc., a U.S. Virgin Islands Corporation ("the Corporation"), hereby certify that the following resolutions were unanimously adopted and entered into by the Board of Directors on the 18th day of November, 2011.

WITNESSETH:

WHEREAS, the Corporation is a corporation organized, and existing, under the laws of the U.S.

Virgin Islands; and

WHEREAS, the Corporation was duly formed in the United States Virgin Islands on November

18, 2011; and

WHEREAS, the Board of Directors as of the date of this Cois

Jeffrey Epstein

Darren Indyke

Richard Kahn

WHEREAS, the undersigned, being all of the directors of Financial Infomatics, Inc., consent to the

taking of the following actions in lieu of a meeting of the Board of Directors in accordance with the

corporation laws of the United States; Virgin Islands and waive any notice to be given in connection with the

meeting pursuant to the corporation laws of United States Virgin Islands; ^a^ .

WHEREAS, this corporation is authorized; in its; <r//(7fj--of incorporation, to issue an aggregate, of /0,(?00 shares of stock of the par value of \$.0/per share; and

WHEREAS, a depositor) shall be established for the funds of the corporation and those who are

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

NOWHEREFOR E BE IT: •••• . . .

RESOLVED, that all actions taken by the incorporators of the Corporation during the period from

November 18, 2011 through the date of this Consent; including, but not limited to; filing the Certificate of

Incorporation of the Corporation and adopting the initial By-Laws of the Corporation, be, and each of the

same hereby is, in all respects, ratified, adopted and approved

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

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

Jeffrey Epstein, President
Darren Indyke, Vice President and Secretary
Richard Kahn, Treasurer

And it is further

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

empowered and directed; to produce; all books, accounts, stock books and other materials; and supplies

•
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 full reimbursement for all expenditures made in ,

connection with the organization of the Corporation; and it is further

RESOLVED; that the specimen of stock certificate to evidence shares of the 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: authorized by the Board of Directors of the

Corporation; and it is further .

- - RESOLVED, - that: the Corporation accept the substance

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 issued: as aforesaid, validly issued, fully paid •

and non-assessable; and it is further

RESOLVED, that the specimen of which; appears in the margin of

this:Corisent, be, and:
the same hereby is; ad0pted as the seal of the Corporatidn; and it is
fiirther
RESOLVEI),: thai the corporate; record bdpkand the sto.ck: transfer
ledger .thereof be and-each of.
the; same hereby is, adopted as the record book and stock transfer ledger,
respectiveh', of the Corporation;
.andit-is-furtber .-. i-
-'.
.;:'.'.
.:.:.
:..:'.
RESOLVED, that,: with.respect to the openitig, maintaining and closing of
bank accounts of the
Corpdration, the Presid'ent;' any :ViGe -President, the.Tireasurer: and;
the.;Secrctary,,of the Corporation, be,- and
each of them hereby is, authorized as follows:

1. To designate one or more banks, trust companies or other, similar institutions as depositories of the funds, including, without limitation, cash and ; 2. To open, keep and eldse general and special bank accounts, including general deposit accounts, payrol accounts and working fund accounts, and any such depository; 3. To cause to be deposited in such accounts with any such depository, from time to time such funds, including without limitation such officers deem necessary or advisable, and to designate or change the designation of the officer or officers and agents of the Corporation; who will be authorized to make such deposits and to endorse such checks, drafts or other instruments for such deposits; 4. From time to time to designate or change the designation of the officer or officers and agent or agents of the Corporation, who will be authorized to sign or countersign checks, drafts or other orders for the payments of money issued; in the name of the Corporation against any funds deposited in such accounts, and to: 5. To authorize the undersigned to sign or countersign the payment of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and trust companies customarily require as a condition for permitting the use of facsimile signatures; 6. To make such general and special rules and regulations with respect to such accounts as they may deem necessary or advisable; and 7. To complete, execute and/or certify any customary printed blank signature card forms in order to; conveniently exercise the authority granted by this resolution; and there shall be deemed adopted as part hereof; and it is further RESOLVED, that the President or the Secretary of the Corporation be, and such officer hereby is, authorized to prepare and certify as the resolutions of the Board of Directors, as if adopted verbatim by this Consent, any such additional resolutions as any such depository may require in connection with the opening of an account with such depository 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 purposes until it shall have received written notice of the revocation or amendment of such resolutions by the Board of Directors; and

it is further .

RESOLVED, that the fiscal year of this Corporation shall begin the first day of januar)' in each year; and it is further

RESOLVED,, that for the purpose of authorizing the Corporation to do business in any state, territory or dependency ofthe United States or ariy foreign country in which it is necessary pr expedient- for :

-the . Corporation ;tp transact, business, the officers of the Gorporation be, and. each of them hereby is, authorized to appoint and substitute all neecessar)' agents or attorneys for ser\'ice of process, to designate and change the location of all necessary offices of the Gorporation, whether statiitory or otherwise, and, under the seal of the Corporation, tp make and file all necessary certificates, reports, powers of attorney and other instruments as rmay be .required by-the laws, of such state, territory, deperidency or country to. authorize 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 directors of Financial
Infomatics, Inc., on this 18th day of November, 2011.
Jeffrey Epstein, Director
Darren Indyke, Director
Richard Kahn, Director

FINANCIAL INFOMATICS, INC.

SUBSCRIPTION FGR COMMON STOCK

I, the undersigned hereby subscribes for Ten Thousand (10,000), shares of the Common

Stock, \$1.01 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 18th day of November, 2011, and

agrees to pay therefor and in full payment thereof, upon call of the Board of Directors of the

Corporation, the sum of

{% 0 * \ 0) 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

Jeffrey E. Epst

Subscriber for 10[^]

of Common Stock, \$1.01 Par Value

Subscription Accepted

AS of November 18, 2011

FINANCIAL INFOMATICS, INC.

By

Darren K. Indyke

Vice President

HEI Current Classification: (click here for help) Internal

1:...

CIP failure rectification [I]

^

Sender

g)

Jay Lipman

Fran M Wickman

Jay Lipman to: Fran M Wickman

Date

08/26/2013 12:04 PM

08/26/2013 12:08 PM

08/26/2013 12:04 PM

Subject

^ 4 CIP failure rectification [1]

Re: CIP failure rec

Classification: For internal use only

Hi Fran,

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

For Account:

N4G-023804

N4G-023812

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]