
GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

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CHARLOTTE AMALIE, ST. THOMAS, VI00802
To Whom These Presents Shall Come:
I, the undersigned. LIEUTENANT GOVERNOR, do hereby certify that
FINANCIAL INFOMATICS. INC.
a Virgin Islands corporation, filed in the Office of the Lieutenant Governor
on
September 21.2012 as provided for by law. Certificate of Amendment Articles
of
Incorporation, duly acknowledged; changing its name to
SOUTITERN TRUST COMPANY. INC.
WHEREFORE the said Amendment is hereby declared to have been duly recorded in
this office on the aforesaid and to be in full force and effect from that
date.
Witness my hand and the seal of the
Government of the United States Virgim
Islands, at Charlotte Amalie, this 31'' day of
October, A.D. 2012.

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G
Y R. FRANCIS
Lieutenant Governor of the Virgin Islands

DEPM^TMENT OF THE TREASTTOY
INTERNAL REVENUE SERVICE
CINCINNATI- OH 45999-0023
a IRS
Date of this notice: 02-14-2012

Employer Identification Number:
66-0779861 .
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Form: SS-4

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Number of this notice: CP 575 A

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FINANCIAL. INFOMATICS INC
9100 HAVENSIGHT 15 16
ST THOMAS, VI 00802
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For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU M EMPLOYER IDENTIFICATION NUMBER

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

BIN S6-0779861. This EIN will identify you, your business accounts, tax
returns, and

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

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

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

may cause a delay in processing, result in incorrect information in your
account, or even

cause you to be assigned more than one EIN. If the information is not
correct as shown

above, please make the correction using the attached tear off stub and
return it to us.

Based on the information received from you or your representative, you must
file

the following form(s) by the date(s) shown.

01/31/2013

03/15/2012

If you have questions about the form(s) or the due date(s) shown, you can
call us at

the phone number or write to us at the address shown at the top of this
notice. If you

need help in determining your annual accounting period (tax year), see
Publication 538, '

Accounting Pei'iods and Methods.

We assigned you a tax classification based on information obtained from you
or your

representative. It is not a legal determination of your tax classification,
and is not

binding on the IRS. If you want a legal determination of your tax
classification, you may

request a private letter ruling from the IRS under the guidelines in Revenue
Procedure

2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note:

Certain tax classification elections can be requested by filing Form 8832, Entity-

Classification Election. See Form 8832 and its instructions for additional information.

Form 941SS

Form 1120

IMPORTANT INFORMATION FOR S CORPORATION ELECTION;

If you intend to elect to file your return as a .small busines.s corporation, an

election to file a Form 1120-S must be made within certain timeframes and the

• corporation must meet certain tests. All of this information is included in the

instructions for Form 2553, Election by a Small Business Corporation, Corp No. 581871

GOVERNMENT OF

THE VIRGIN ISLANDS OF THE UNITED STATES

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CHARLOTTE AMALIE, ST. THOMAS, VI 00802

au l^rejjentt ftliall ComeJ^

I, the undersigned, LIEUTENAN T GOVERNOR, DO hereby certifies that FINANCIAL INFORMATICS, INC.

Business Corporation

of the Virgin Islands filed in my office on November 18,2011 as provided for by law. Articles of

Incorporation, duly acknowledged.

WHEREFORE the persons named in said Articles, and who have signed the same, and their

successors, are hereby declared to be from the late aforesaid, a Business Corporation by the name

and for the purposes set forth in said Articles, with the right of succession as therein stated.

Witness my hand and the seal of the Government of the

Virgin Islands of the United States, at Charlotte Amalie, St.

l'homas, this 8th day of December, 2011.

gWtT)ry R. FRANOS

I deutcnant Governor of the Virgin Islands

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ARTICLES OF INCORPORATION

OF

FINANCIAL INFOMATICS, INC.

We, the undersigned, for the purposes of associating to establisli a corporation for tlie transaction of the

business and the promotion and conduct of the objects and purposes hereinafter stated, under the provisions

and subject to the rcc|uirements of tlic laws of the Virgin Islands of the United States (hereinafter called the

"Virgin Islands"), and particularly the General Corporation Law of the Virgin Islands (Chapter 1, Title 13, Virgin Islands Code), as the same may be amended from time to time, do make and file these Articles of Incorporation in writing and do certify:

ARTICLE I

The name of the Corporation (hereinafter referred to as the "Corporation") is Financial Infomatics, Inc.

ARTICLE II

The principal office of die Corporation in the Virgin Islands is located at 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands, 00802 and the name of the resident agent of the Corporation is Kellerhals Ferguson LLP, whose maining address is 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands 00802, and whose physical address 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands.

ARTICLE III

Without limiting in any manner die scope and generality of the allowable funedons of the Corpoi^tion, it is hereby provided that the Corporadon shall have the following purposes, objects and powers: ^

(1) To engage in any lawful business in the United States Virgin Islands.

■ or ■

(2) To enter into and carry out any contracts for or in relation to the foregoing business with any person, firm associadon, corporadon, or government or governmental agency.

(3) To conduct its business in the United States Virgin Islands and to have offices within die Uiirted States Virgin Islands.

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(4) To borrow or raise money to any amount permitted by law by the sale or issuance of obligadons of any kind, to guarantee loans, other types of indebtedness and financing obligadons, and to secure the foregoing by mortgages or other liens upon any and all of die property of every kind of the Corporadon.

(5) To do aU and everything necessary, suitable and proper for die accomplishment of any of the purposes or the attainment of any of the objects or die exercise of any of the powers herein set forth, eidier alone or in connection with other firms, individuals, associadons or corporations in the Virgin Islands and elsewhere in the United States and foreign countries, and to do any other acts or things incidental or appurtenant to or growing out of or connected with the said business, purposes, objects and powers of any part thereof not inconsistent

widi the laws of die Virgin Islands, and to exercise any and all powers now or hereafter conferred by law on business corporations whethei- expressly enumerated herein or not. The purposes, objects and powers specified in this Article shall not be limited or restricted by reference to the terms of any other subdivision or of any other article of these Articles of Incorporation.

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ARTICLE IV

The total number of sliarcs of all classes of stock tliat the Corporation is authorized to issue is Ten lliousand (10,000) shares of common stock at 5-01 par value; no preferred stock autliorized.

The minimum amount of capital with which the Corporation will commence business is One Thousand Dollars (f 1,000).

ARTICLE V

The names and places of residence of each of the persons forming the Corporation are as follows:

NAME

RESIDENCE

Erika A. Kellerhals

Gregory J. Ferguson

Brett Geary

2E-19 Estate Caret Bay, St. Thomas, V.I. 00802

31-B Peterborg, St. Thomas, V.I. 00802

2-1 IB St. Joseph & Roscndahl, St. Thomas, V.I. 00802

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

For the management of the business and for the conduct of die affairs of the Corporation, and in further creadon, definition, limitation and regulation of the powers of the Corporation and of its directors an^ stockholders, it is further provided:

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The number of directors of the Corporation shall be fixed by, or in the manner provided in, the by-laws, but in no case shall the number be fewer than three (3). I'he directors nefed not be stockholders. . • >

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In furtherance and not in limitation of the powers conferred by the laws of thq Virgin Islands, and subject at all times to the provisions thereof, the Board of Directors is expressly authorized and empowered:

(2)

(«)

To make, adopt and amend the by-laws of the Corporation, subject to the powers of the stockholders to alter, repeal or modify the by-laws adopted by the Board of Directors.

To authorize and issue obligations of the Corporation, secured and unsecured, to include therein such provisions as to redeemability, convertibility or otherwise, as the Board of Directors in its sole discretion may determine, and to authorize the mortgaging or pledging of, and to authorize and cause to be executed mortgages and liens upon any property of the Corporation, real or personal, including after acquired property.

To determine whether any and, if any, what part of the net profits of the Corporation or of its net assets in excess of its capital shall be declared in dividends and paid to the stockholders, and to direct and determine the use and disposition thereof.

(b)

(c)

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(d)

To set apart a reserve or reserves, and to abolish such reserve or reserves, or to make such other provisions, if any, as the Board of Directors may deem necessary or advisable for working capital, for additions, improvements and betterments to plant and equipment, for expansion of the business of the Corporation (including the acquisition of real and personal property) for this purpose) and for any other purpose of the Corporation.

(e)

To establish bonus, profit-sharing, pension, thrift and other types of incentive, compensation or retirement plans for the officers and employees (including officers and employees who are also directors) of the Corporation, and to fix the amount of profits to be distributed or shared or contributed and the amounts of the Corporation's funds or otherwise to be devoted thereto, and to determine the persons to participate in any such plans and the amounts of their respective participations.

(f)

To issue or grant options for the purchase of shares of stock of the Corporation to officers and employees (including officers and employees who are also directors) of the

Corporation and on such terms and conditions as the Board of Directors may from time to time determine.

(g)

To enter into contracts for the management of the business of the Corporation for terms not exceeding five (5) years.

(h)

To exercise all the powers of the Corporation, except such as are conferred by law, or by these Articles of Incorporation or by the by-laws of the Corporation upon the stockholders.

(i)

To issue such classes of stock and series within any class of stock with such value and voting powers and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof as is stated in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors and duly filed with the office of the Lt. Governor of the Virgin Islands in accordance with Sections 91 and 97, Chapter 1.3, Virgin Islands Code, as the same may be amended from time to time. '

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ARTICLE VIII

No stockholder shall sell, convey, assign or otherwise transfer any of his or her shares of stock without first offering the same to the Corporation at the lowest price at which the stockholder is willing to dispose of the same; and the Corporation shall have thirty (30) days within which to accept same; the Corporation shall notify the stockholder of its election in writing. If accepted by the Corporation, the stockholder shall promptly assign the shares of stock to the Corporation, and the Corporation shall promptly pay therefor. If the Corporation rejects the offer, then the stockholder shall offer the stock to the remaining stockholders under the same terms as offered to the Corporation; and the remaining stockholders shall have thirty (30) days within which to collectively or individually accept the same in writing. If the remaining stockholders reject the offer, then the stockholder shall have the right to sell the stock at the same or a greater price than that at which it was offered to the Corporation. If the stockholder shall desire to sell the stock at a lesser price than that originally quoted to the Corporation, the stockholder must then repeat the process of offering

the stock for sale to the Corporation and the stockholders in turn. Shares of stock in this Corporation shall not be transferred or sold until the sale or transfer has been reported to the Board of Directors and approved by them.

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No stockholder shall pledge as collateral for indebtedness any shares of stock without first obtaining the written consent of a majority of the disinterested members of the Board of Directors of the Corporation.

ARTICLE IX

At all elections of directors, each stockholder shall be entitled to as many votes as shall equal the number of votes that (except for such provision as to cumulative voting) the stockholder would be entitled to cast for the election of directors with respect to his or her shares of stock multiplied by the number of directors to be elected. The stockholder may cast all votes for a single director or distribute them among any two or more of them as he or she may see fit. At least ten (10) days notice shall be given, however the shareholders are entitled to waive notice of the meeting as provided by law. Furthermore, the meeting and vote of stockholders may be dispensed with, if all of the stockholders who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such corporate action being taken.

ARTICLE X

Subject to the provisions of Section 71, Title 13, Virgin Islands Code, the Corporation may enter into contracts or otherwise transact business with one or more of its directors or officers, or with any firm or association of which one or more of its directors or officers are members or employees, or with any other corporation or association of which one or more of its directors or officers are stockholders, directors, officers, or employees, and no such contract or transaction shall be invalidated or in any way affected by the fact that such director or directors or officer or officers have or may have interests therein that are or might be adverse to the interests of the Corporation even though the vote of the director or directors having such adverse interest is necessary to obligate the Corporation on such contract or transaction, provided that in any such case the fact of such interest shall be disclosed or known to the directors or stockholders acting on or in reference to such contract or transaction. No director or directors or officer or officers having such disclosed or known adverse interest shall be liable to the Corporation or to any stockholder or creditor thereof or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such director or directors or officer or officers be accountable for any gains or profits realized

thereon. The provisions of this iArticle shall not be construed to invalidate or in any way affect any contract or transaction that would otherwise be valid under law.

ARTICLE XI

(a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if:

(1)

he or she acted

(A) in good faith and

(B) in a manner reasonably believed to be in or not opposed to the best interests of the Corporation; and

(2)

with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

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The termination of any action, suit, or proceeding by judgment order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the officer, employee, or agent of the Corporation, or is or was serving at the request of the venture, trust, or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted:

(1) in good faith; and

(2) in a manner he or she reasonably believed to be in or not opposed to the

best interests of the Corporation.

However, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his other duty to the Corporation unless and only to the extent that the court in which such action or suit is brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subparagraphs (a) and (b), or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

(d) Any indemnification under subparagraphs (a) and (b) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that he or she had met the applicable standard of conduct set forth in subparagraphs (a) and (b). Such determination shall be made:

- (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding; or
- (2) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or
- (3) by the stockholders.

Expenses incurred in defeating a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amounts unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized in this article.

(f) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in

another capacity while holding such office, and shall continue as to a person who has ceased to be a

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director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE XII

The Corporation reserves the right to amend, alter or repeal any of the provisions of these Articles of Incorporation and to add or insert other provisions authorized by the laws of the Virgin Islands in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the Board of Directors and the stockholders by these Articles of Incorporation are granted subject to the provisions of this Article.

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[signature page follows]

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IN WITNESS WHEREOF, we have hereunto subscribed our names this 17th day of November, 2011.

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Erika A. Kellerlii^, Inc

lurator

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(jiegory J. Ferguso^ Incorporator

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Brett Geary, Incorporator
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'I'ERRITORY OF THE UNITED STATES VIRGIN ISLANDS)
DISTRICT OF ST. THOMAS AND ST. JOHN
)
The foregoing instrument was acknowledged before me tliis 17th day of
November. 2011, by Erika A.
Kcllerhals, Gregory J. Ferguson, and Brett Geary.

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|^T|^taiy Public
GINA MARIE BRYAN
NOTARY PUBLIC NP 069-09
COMMISSION EXPIRES 09/28/2013
ST. THOMAS/ST, JOHN, IJSVI

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CorpNo. 583164
GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

■ ■V
CHARLOTTE AMALIE, ST. THOMAS, VI 00802
CERTIFICATE OF EXISTENCE
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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.

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

ARTICLES OF ORGANIZATION
OF
SOUTHERN FINANCIAL, LLC

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

ARTICLE ONE

NAME, ADDRESS AND PRINCIPAL OFFICE

Name and Address

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

Principal Office

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

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Resident Agent and Office

12.

13.

The designated office is 9100 Port of Sale Mall, Suite

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

3. The mailing address of the Company's initial office is

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

to

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

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

The name of its initial resident agent at such address is Business Basics VI, LLC.

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

identical,
are

ARTICLE TWO

PURPOSE

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

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

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

The foregoing paragraph shall be construed as armineratiing both objects and purposes of tlris

Comparry, and it is hereby expressly provided that the foregoing numeration of specific

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

otherwise permitted by law.

ARTICLE THREE

DURATION AND CONTINUITY

The period of duration of this Company shah be perpetual. No member shall have the power to

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

ARTICLE FOUR

ORGANIZER

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The name and address of the organizer of this Company is:

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■V.I

Mailing Address: 9100 Port of Sale MalhrSuitsSlI^ St.

'Ithomas, U.S. Virgin Islands 00802 5 ^ ' f S

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Greg J. Ferguson

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Physical Address: 9100 Port of Sale Mull/'^ite-^Si? St.

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

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ARTICLE FIVE

MANAGEMENT

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

ARTICLE SIX CAPITAL

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

ARTICLE SEVEN

LIMITATION OF LIABILITY

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

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

ARTICLE EIGHT

MEMBER LIABILITY

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

ARTICLE NINE

SEVERABILITY

If any phrase, clause, sentence, paragraph, or provision of these Articles of Organization is held to be void or illegal, then it shall not impair or affect the balance of these Articles, and the

undersigned Organizer of the Company does hereby declare that he
has signed and
executed the balance of these Articles without such void or illegal
provisions.

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[signature page follows]

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IN WITNESS WHEREOF, the undersigned person has hereunto set his hand as
Organizer of the
Company this 25th day of February, 2013.
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.'■'Creg J. Ferguson
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IN THE TERRITORY OF THE UNITED STATES VIRGIN ISLANDS
UNITED STATES OF AMERICA
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BEFORE ME, the undersigned authority, on this 25th day of February, 2013,
personally
appeared Greg J. Ferguson, who, being by me first duly sworn, declared that
he is the first person
who signed the foregoing document as the Organizer of the Company and;

That the statements
contained in these Articles of Organization are true. / ;:1 „r.

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Notary Public in and for the Territory of the United
States Virgin Islands
My commission expires:

U
Brett A. Geary
Notary Public
St. Thomas / St. John. USVI
My Commission Expires; 13 October 2015

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FORM ■ RACA12
The United States Virgin Islands
OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF CORPORATIONS AND TRADEMARKS
Sires

RESIDENT AGENT FORM
CONSENT OF AGENT FOR SERVICE OF PROCESS

Business Basics VI, LLC
This writing witnesseth that I, the undersigned
Southern Financial LLC
having been designated by
as resident agent of said company, upon whom service of process may be made
in all suits
arising against said company in the Courts of the United States Virgin
Islands, do hereby consent
to act as such agent and that service of process may be made upon me in
accordance with
Title 13, Virgin Islands Code.

25th
IN WITNESS WHEREOF, I have hereunto
set my signature this
February 2013
day of

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I DECLARE, UNDER PENALTY OF PERJURY. UNDER THE LAWS OF THE UNITED STATES
VIRGIN ISLANDS. THAT ALL STATEMENTS CONTAINED IN THIS DOCUMENT AND ANY
ACCOMPANYING DOCUMENTS, ARE TRUE AND CORRECT, WITH FULL KNOWLEDGE THAT ALL

STATEMENTS MADE IN THIS APPLICATION ARE SUBJECT TO THE INVESTIGATION AND THAT ANY FALSE OR DISHONEST ANSWER TO ANY QUESTION MAY BE GROUNDS FOR DENIAL OR SUBSEQUENT REVOCATION OF REGISTRATION. -jj

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SIGNATURE OF RESTDENPAGetiTil^^
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340.779.2564

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DAYTIME CONTACT NUMBER

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9100 Port of Sale Mall. Ste 15. St. Thomas, W00802
MAILING ADDRESS

9100 Port of Sale Mall. Ste 15, St. Thomas, VI 00802
PHYSICAL ADDRESS
bgeary@kffldaw.com
EMAIL ADDRESS

NOTARY ACKNOWLEDGEMENT
Subscribed and sworn to before me this day of
i _____.

at
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Notary Public
Brett A. Geary
Notary Public Nl'-i:4-ll
Si. I boiiv.is / SI. John, USVI
My Commission Expires: IX'cambor 21
V

My Commission Expires
,201s
a IRS
DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE

CINCINNATI OH 45999-0023

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 OF SALE MALL STE 15

ST THOMAS, VI 00802

For assistance you may call us at:

1-800-829-4933

IF YOU WRITE, ATTACH THE

STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

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

EIN 66-0799192. This EIN will identify you, your business accounts, tax returns, and

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

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

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

Any variation

may cause a delay in processing, result in incorrect information in your account, or even

cause you to be assigned more than one EIN. If the information is not correct as shown

above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election,

and elect to be classified as an association taxable as a corporation. If the LLC is

eligible to be treated as a corporation that meets certain tests and it will be electing S

corporation status, it must timely file Form 2553, Election by a Small Business

Corporation. The LLC will be treated as a corporation as of the effective date of the S

corporation election and does not need to file Form 8832.

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

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

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

IMPORTANT REMINDERS:

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

one time and the IRS will not be able to generate a duplicate copy for you.

You

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

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

your federal tax forms.

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

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

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

at the bottom of this notice and send it along with your letter. If you do not need to

write us, do not complete and return the stub.

Your name control associated with this EIN is SOUT.

You will need to provide this

information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY)

575G

02-28-2013 sour 0 9999999999 SS-4

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence

so we may identify your account. Please

correct any errors in your name or address.

CP 575 G

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Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 02-28-2013

EMPLOYER IDENTIFICATION NUMBER: 66-0799192

NOBOD

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FORM: SS-4

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INTERNAL REVENUE SERVICE

CINCINNATI OH 45999-0023

SOUTHERN FINANCIAL LLC

% SOUTHERN TRUST COMPANY INC SOLE M

9100 PORT OF SALE MALL STE 15

ST THOMAS, VI 00802

OPERATING AGREEMENT

OF

SOUTHERN FINANCIAL, LLC

A U.S. Virgin Islands Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of February 26, 2013, by Southern Trust Company, Inc. (hereinafter referred to as "Sole Member"),

with a business address is 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgim Islands 00802, and

which hereby forms Southern Financial, LLC, a U.S. Virgin Islands Limited

Liability Company (the "Company") pursuant to the U.S. Virgin Islands 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, 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

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

all powers granted by the Act.

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

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

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

Resident Agent of the Company for service of process within the territory shall be: Business Basics

VI, LLC, 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

CAPITAL STRUCTURE; MEMBERSHIP UNITS AND

CONTRIBUTIONS/TRANSFER OF MEMBERSHIP UNITS

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

ownership rights in the Company shall be reflected in "Membership Units", as recorded in the

Company's records. Upon the formation of the Company, the Sole Member shall make a capital

contribution to the capital of the Company in the amount of cash, or of the property-in-kind, or both.

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set forth opposite the Sole Member's name on the Schedule of Capital

Contributions attached hereto. The Company shall thereupon issue to the Sole Member that number and class of Units so subscribed and contributed for. The Sole Member may make additional capital contributions at any time and in any amount that it may desire.

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

C. No Interest: No Return of Capital. Capital contributions to the Company shall not earn interest, except as otherwise expressly provided for in this Agreement. Except as otherwise provided in this Agreement, the Sole Member shall not be entitled to withdraw, or to receive a return of, a capital contribution or any portion thereof.

SECTION m CAPITAL ACCOUNT

A, Capital Account. A capital account ("Capital Account") shall be maintained for the Sole Member, and any additional member in accordance with the provision of this Article.

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

(a) The fair market value of the members' initial capital contribution and any additional capital contributions by the members to the Company. If any property, other than cash, is contributed to or distributed by the Company, the adjustments to Capital Accounts required by Treasury Regulation Section 1.704-1(b)(2)(iv)-(d), (e),

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

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

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

(c) Allocations to the members of Profit.

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

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

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

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

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

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

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

(b)

(c) Allocations to the members of Losses.

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

chargeable to Capital Accounts under Code Section 705(a)(2)(B) or are treated as

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

Section 1.704-2.

(d)

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

(e)

Company.

SECTION IV

ALLOCATIONS AND DISTRIBUTIONS.

A. Allocations. For purposes of maintaining the Sole Member's Capital Account, all of the

Company's net profits, net losses, expenses and other items of income, gain, loss, and credit shall be

allocated to the Sole Member. All items of Company taxable income, gain, loss, deduction, and

credit recognized or allowable for Federal income tax purposes shall be allocated and credited or

charged to the Sole Member.

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

1. First, to the Sole Member in repayment of any advance of funds to the Company

as a lender, to the extent of and in proportion to such advances, including

interest thereon, if any;

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

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C, Distribution upon Liquidation of the Company.

1. At the termination of the Company and after the Company has satisfied or provided for the satisfaction of all the Company's debts and other obligations, the

Company's assets will be distributed in cash to the Sole Member and any dissociated

members whose interests have not been previously redeemed first, in discharge of their

respective capital interests; and then, in proportion to the Membership Units.

2. If the Company lacks sufficient assets to make the distributions described in the

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

the respective capital interest of the Sole Member and any dissociated members whose

interests have not been previously redeemed.

SECTION V

MANAGEMENT OF BUSINESS

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

initial manager of the Company. The manager shall manage the business and affairs of the

Company and shall have full and complete authority, power and discretion to do all things

necessary or convenient to manage, control and carry out the business, affairs and properties of

the Company, to make all decisions regarding those matters and to perform any and all other acts

or activities customary or incident to the management of the Company's business.

B, Voting of Membership Units. A Membership Unit is entitled to be voted only if it is

owned by a member and each such Membership Unit shall be entitled to one vote. Neither an

assignee nor a transferee may vote a Membership Unit unless such assignee or transferee is

admitted as a member.

SECTION VI

EXCULPATION OF LIABILITY: INDEMNIFICATION

A. Exculpation of Liability. Unless otherwise provided by law or expressly assumed, the

Sole Member shall not be personally liable for the acts, debts or liabilities of the Company.

B. Indemnification.

1. Except as otherwise provided in this Section, the Company shall indemnify

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

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

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

3. Any indemnification permitted under this Section, unless ordered by a
court,
shall be made by the Company only as authorized in the specific case upon a
determination that the indemnification is proper under the circumstances
because the
person to be indemnified has met the applicable standard of conduct and upon
an
evaluation of the reasonableness of expenses and amounts paid in settlement.
This
determination and evaluation shall be made by a majority vote of the members
who are
not parties or threatened to be made parties to the action, suit or
proceeding (except in the

event that there are no members other than the Sole Member, in which event the determination and evaluation shall be made by the Sole Member, regardless of whether or not Jeffrey Epstein is a party or threatened to be made a party to the action, suit or proceeding).

SECTION VII

LIQUIDATION

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

SECTION VIII

MISCELLANEOUS PROVISIONS

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

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

C. Amendment. This Agreement may be amended or revoked at any time, in writing, with the consent of the Sole Member. No change or modification to this Agreement shall be valid unless in writing and signed by the Sole Member.

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

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

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

WITNESSETH:

SOUTHERN TRUST COMPANY, Sole Member

By:

By:

Jeffrey E. Epstein, President

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