



### Limited Liability Company Account Authorization & Indemnity

[Redacted]

Account Number: [Redacted]

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

(Name of Limited Liability Company)

Jeffrey Epstein  
(Name)

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

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

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

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

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

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

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

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

Signature of Managing Member

7-24-13  
Date

Jeffrey Epstein

Print Name

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



LLCA

09-PWM-0168 OM 25C (05/11) LLCA  
006413.051811



**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, 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,

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 III** **CAPITAL ACCOUNT**

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

1. 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) 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.

(b) 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).

(c) Allocations to the members of Losses.

(d) 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.

(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. 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.

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

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.

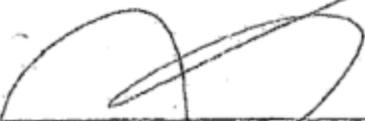
D. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

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:

By: SOUTHERN TRUST COMPANY, INC., Sole Member

By:   
Jeffrey E. Epstein, President

ARTICLES OF ORGANIZATION  
OF  
SOUTHERN FINANCIAL, LLC

DATE STAMPED  
COPY

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"), [REDACTED] 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.

Resident Agent and Office

3. The mailing address of the Company's initial designated office is [REDACTED] St. Thomas, U.S. Virgin Islands 00802.

The physical address of the Company's initial designated office is [REDACTED] 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 are identical.

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 enumerating both objects and purposes of this Company, 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 shall be perpetual. No member shall have the power to dissolve the Company by his or her independent act of any kind.

**ARTICLE FOUR**  
**ORGANIZER**

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

Greg J. Ferguson

Mailing Address: [REDACTED] St.  
Thomas, U.S. Virgin Islands 00802

Physical Address: [REDACTED] St.  
Thomas, U.S. Virgin Islands 00802

CORPORATION  
2013 FEB 5 11 43  
RECEIVED  
ST. THOMAS, VI

**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 [REDACTED] 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 an 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

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 would have signed and executed the balance of these Articles without such void or illegal provisions.

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U.S. GOV. OFFICE  
MAY 25 PM 11 49  
ORGANIZATIONS - STT

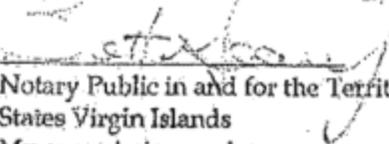
[signature page follows]

IN WITNESS WHEREOF, the undersigned person has hereunto set his hand as Organizer of the Company this 25th day of February, 2013.

  
\_\_\_\_\_  
Greg J. Ferguson

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

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 person who signed the foregoing document as the Organizer of the Company and that the statements contained in these Articles of Organization are true.

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

Brett A. Geary  
Notary Public NP-134-11  
St. Thomas / St. John, USVI  
My Commission Expires: December 21, 2015

RECEIVED  
LT. GOV. OF ST. JOHN  
2013 FEB 25  
4:39  
CORPORATE AFFAIRS



THE UNITED STATES VIRGIN ISLANDS  
OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF CORPORATIONS AND TRADEMARKS

DATE STAMPED  
COPY

**RESIDENT AGENT FORM  
CONSENT OF AGENT FOR SERVICE OF PROCESS**

This writing witnesseth that I, the undersigned Business Basics VI, LLC  
having been designated by Southern Financial, LLC  
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.

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

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

*[Handwritten Signature]*  
SIGNATURE OF RESIDENT AGENT

RECEIVED  
CORPORATIONS  
2013 FEB 25 PM 1:11  
GOV. OFFICE

DAYTIME CONTACT NUMBER	[REDACTED]
MAILING ADDRESS	[REDACTED] St. Thomas, VI 00802
PHYSICAL ADDRESS	[REDACTED] St. Thomas, VI 00802
EMAIL ADDRESS	[REDACTED]

**NOTARY ACKNOWLEDGEMENT**

Subscribed and sworn to before me this 25 day of February 2013 at  
St. Thomas

**Brett A. Geary**  
Notary Public NP-124-11  
St. Thomas / St. John, USVI  
My Commission Expires: December 21, 2015

*[Handwritten Signature]*  
Notary Public  
My Commission Expires

N46 of 3804

GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES

-0-

CHARLOTTE AMALIE, ST. THOMAS, VI 00802

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF EXISTENCE

To Whom These Presents Shall Come:

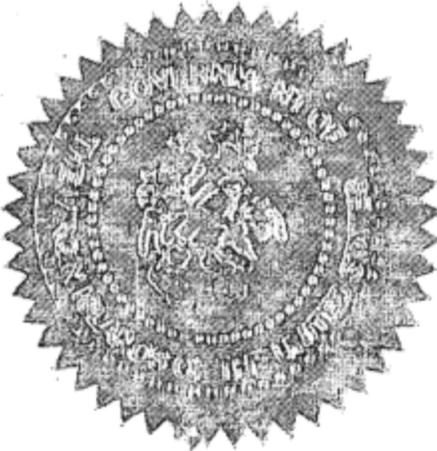
I, GREGORY R. FRANCIS, Lieutenant Governor of the Virgin Islands, do hereby certify:

That **SOUTHERN FINANCIAL, LLC** filed Articles of Organization with the Office of the Lieutenant Governor on **February 25, 2013** and the Company is duly organized under the laws of the United States Virgin Islands;

*That the duration of this Limited Liability Company is perpetual;*

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

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



In Witness Whereof, I have hereunto set my hand and affix the seal of the Government of the United States Virgin Islands, at Charlotte Amalie, this 25<sup>th</sup> day of June, A.D. 2013.

GREGORY R. FRANCIS  
Lieutenant Governor of the Virgin Islands



N46 023804

THE UNITED STATES VIRGIN ISLANDS  
OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF CORPORATIONS AND TRADEMARKS

5049 Kongens Gade  
Charlotte Amalie, Virgin Islands 00802  
Phone - 340.776.8515  
Fax - 340.776.4612

1105 King Street  
Christiansted, Virgin Islands 00820  
Phone - 340.773.6449  
Fax - 340.773.0330

June 25, 2013

CERTIFICATION OF GOOD STANDING

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



Denise Johannes  
Director, Division of Corporation  
and Trademarks

DJ/gg

1146-023804

Corp No. 583164

GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES  
— 0 —  
CHARLOTTE AMALIE, ST. THOMAS, VI 00802

**CERTIFICATE OF EXISTENCE**

To All To Whom These Presents Shall Come:

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

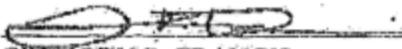
**SOUTHERN FINANCIAL<sub>L</sub> LLC**

**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

N46 023804

 **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  
[REDACTED]  
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](http://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.

**CONSENT OF  
THE BOARD OF DIRECTORS  
OF  
SOUTHERN TRUST COMPANY, INC.**

The undersigned, being all of the Directors of Southern Trust Company, 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 19<sup>th</sup> day of March 2013.

**WITNESSETH:**

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

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

**Jeffrey Epstein  
Darren K. Indyke  
Richard Kahn**

**WHEREAS**, the undersigned, being all of the directors of the Corporation, consent to the taking of the following actions in lieu of a meeting of the Board of Directors in accordance with the General Corporation Law of the United States Virgin Islands (the "GCL") and waive any notice to be given in connection with the meeting pursuant to the GCL;

**WHEREAS**, Financial Trust Company, Inc., a corporation organized and existing under the laws of the United States Virgin Islands ("FTC"), is the sole shareholder of Jeepers, Inc., a corporation organized and existing under the laws of the United 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 Corporation and its sole shareholder, Jeffrey E. Epstein ("Epstein"), to transfer and distribute to Epstein all of the issued and outstanding shares of Jeepers, free and clear of all liens, 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, LLC, a United States Virgin Islands limited liability company organized on February 25, 2013 ("SF"); and

**WHEREAS**, the Board of Directors of FTC has determined that it is in the best interests of FTC and its sole shareholder to merge FTC into SF, upon the completion of which merger SF shall be the surviving entity of said merger (the "Merger");

**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 "Additional Shares") 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 GCL and necessary or appropriate in order to effectuate Merger in accordance with the provisions of the Merger Agreement; and

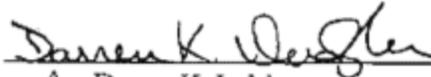
**RESOLVED**, that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to execute and deliver all such agreements, documents and instruments, to pay all such costs, fees and expenses, and take all such other action as such officer deems necessary or advisable 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.

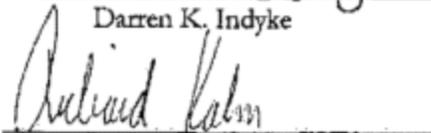
IN WITNESS WHEREOF, the undersigned has executed this Resolution as the directors of Financial Trust Company, Inc., on this 19<sup>th</sup> day of March, 2013.



Jeffrey E. Epstein



Darren K. Indyke



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 18<sup>th</sup> 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 Consent are as follows:

**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; and

**WHEREAS**, this corporation is authorized, in its *articles* of incorporation, to issue an aggregate of 10,000 shares of stock of the par value of \$.01 per share; and

**WHEREAS**, a depository 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

**NOW THEREFORE 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; and it is further

**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 be, and each of them hereby is authorized, empowered and directed to produce all books of account, 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 subscription of Jeffrey E. Epstein for 10,000 shares of Common Stock, upon the terms and conditions contained in the subscription agreement, dated as of November 18, 2011 of Jeffrey E. Epstein, a copy of which shall be filed with the official records of the Corporation; and it is further

**RESOLVED**, that the Vice President and the Treasurer of the Corporation be, and each of them hereby is, authorized and directed to issue, on behalf of the Corporation, to Jeffrey E. Epstein, a certificate for 10,000 shares of the Common Stock; and it is further

**RESOLVED**, that all of the 10,000 shares of the Common Stock as authorized for issuance by the immediately preceding resolution shall be in all respects, when issued as aforesaid, validly issued, fully paid and non-assessable; and it is further

**RESOLVED**, that the seal, an impression of which appears in the margin of this Consent, be, and the same hereby is adopted as the seal of the Corporation; and it is further

**RESOLVED**, that the corporate record book and the stock transfer ledger thereof, be and each of the same hereby is, adopted as the record book and stock transfer ledger, respectively, of the Corporation; and it is further

**RESOLVED**, that, with respect to the opening, maintaining and closing of bank accounts of the Corporation, the President, any Vice-President, the Treasurer and the Secretary 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 cash equivalents, of the Corporation;
2. To open, keep and close general and special bank accounts, including general deposit accounts, payroll accounts and working fund accounts, with 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, cash and cash equivalents, of the Corporation, as 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 revoke any such designation;
5. To authorize the use of facsimile signatures for the signing or countersigning 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 any resolutions thereon 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 January 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 of the United States or any foreign country in which it is necessary or expedient for the Corporation to transact business, the officers of the Corporation be, and each of them hereby is, authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary offices of the Corporation, whether statutory or otherwise, and, under the seal of the Corporation, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the

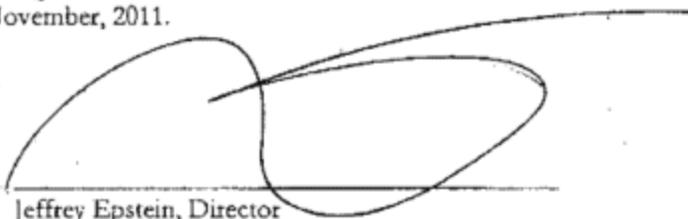
Corporation to transact business therein; and it is further

**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

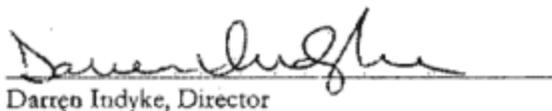
**RESOLVED**, that the Corporation proceed to carry on the business for which it was incorporated.

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 18<sup>th</sup> day of November, 2011.



Jeffrey Epstein, Director



Darren Indyke, Director



Richard Kahn, Director

1

FINANCIAL INFOMATICS, INC.  
SUBSCRIPTION FOR COMMON STOCK

The undersigned hereby subscribes for Ten Thousand (10,000) shares of the Common Stock, \$.01 par value, of Financial Infomatics, Inc., a United States Virgin Islands corporation (the "Corporation"), the Certificate of Incorporation of which was filed with the Office of the Lieutenant Governor of the United States Virgin Islands on the 18<sup>th</sup> day of November, 2011, and agrees to pay therefor and in full payment thereof, upon call of the Board of Directors of the Corporation, ten cents (\$.0.10) 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.

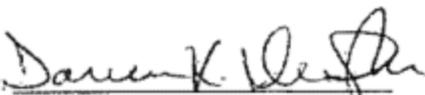
Dated as of November 18, 2011



Jeffrey E. Epstein  
Subscriber for 10,000 Shares  
of Common Stock, \$.01 Par Value

Subscription Accepted  
As of November 18, 2011

FINANCIAL INFOMATICS, INC.

By:   
Darren K. Indyke  
Vice President



**CIP failure rectification [1]**  
Jay Lipman to: Fran M Wickman

08/26/2013 12:04 PM

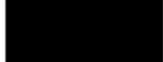
Sender	Date	Subject
Jay Lipman	08/26/2013 12:04 PM	CIP failure rectification [1]
Fran M Wickman	08/26/2013 12:08 PM	Re: CIP failure rec

Classification: For internal use only

Hi Fran,

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

For Account:



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 | Markets Coverage Group

Deutsche Bank Securities Inc  
Deutsche Asset & Wealth Management  
345 Park Avenue - 26th Floor  
New York, NY 10154

