

April \_\_, 2017

BV70 LLC  
c/o Elysium Management LLC  
445 Park Avenue, Suite 1401  
New York, NY 10022

Re: Guaranty of Jeffrey Epstein

Gentlemen:

This is to confirm and constitute the agreement of the undersigned, Jeffrey Epstein, a U.S. Virgin Islands resident with an address at 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgin Islands 00802 ("Guarantor"), with BV70 LLC, a New York limited liability company with an address at c/o Elysium Management LLC, 445 Park Avenue, Suite 1401, New York, NY 10022 ("Lender"), with respect to Guarantor's guaranty of the obligations of Plan D, LLC, a United States Virgin Islands limited liability company (the "Maker"), under that certain Demand Promissory Note, dated April \_\_, 2017 payable to the order of Lender in the principal amount of Eight Million Dollars (\$8,000,000.00) (the "Note"). With respect to such guaranty (the "Guaranty"), Guarantor hereby agrees with Lender as follows:

Guarantor hereby unconditionally guarantees to Lender, irrespective of the validity, regularity or enforceability of the Note or of the liabilities, indebtedness, or obligations thereunder, the full and prompt payment when due of all principal, interest and other amounts payable under the Note and the performance when due of all of Maker's obligations thereunder, when payment or performance thereof shall be demanded by Lender in writing addressed to Guarantor at the address provided above and delivered by certified mail, return receipt requested, or reputable overnight courier, with a copy of such demand emailed to Darren K. Indyke, Esq. at [REDACTED].

Guarantor agrees that, as between Guarantor and Lender, the obligations, liabilities and indebtedness of the Maker under the Note guaranteed hereunder may be declared to be due and payable for purposes of this Guaranty notwithstanding any stay, injunction, or other prohibition which may prevent, delay or vitiate any such declaration as against the Maker and that, in the event of any such declaration or attempted declaration, such obligations, whether or not due and payable by the Maker, shall forthwith become due and payable by Guarantor for purposes of this Guaranty. Guarantor further guarantees that all payments made by Guarantor to Lender under this Guaranty will, when made, be final. This is a guaranty of payment and not of collection only. In the Event of Default under the Note, Lender shall not be required to institute or complete any efforts of collection against the Maker prior to proceeding against Guarantor.

Guarantor hereby consents that from time to time, without notice to or further consent of Guarantor, the performance or observance by the Maker of any obligation under the Note may be waived or the time of performance thereof extended by Lender, and payment of any obligation hereby guaranteed may be accelerated in accordance with any agreement between Lender and the Maker, or may be extended, or a may be renewed in whole or in part, or the terms of the Note or any part thereof may be changed, including increase or decrease in the rate of interest thereon, and any acts of enforcement permitted under the Note may be done, all without affecting the liability of Guarantor hereunder.

Guarantor hereby waives presentment of the Note, demand of payment, protest and notice

of non-payment or protest thereof and any requirement that Lender exhaust any right, power or remedy or proceed against the Maker under the Note. Guarantor hereby further waives any defense whatsoever which might constitute a defense available to, or discharge of, the Maker under the Note. No payment by Guarantor pursuant to any provision hereunder shall entitle Guarantor, by subrogation to the rights of Lender or otherwise, to any payment by the Maker except after payment in full of all sums (including interest, costs and expenses) which may be or become payable by the Maker to Lender under the Note; provided however, in the event Lender is required to relinquish or return any payments, in whole or in part, which had been previously applied to or retained for application against any obligation owing under the Note, by reason of a proceeding arising under applicable federal, state or local law, including, without limitation bankruptcy law or insolvency law, or for any other reason, this Guaranty shall automatically continue to be effective notwithstanding any previous cancellation or release effected by Lender.

This Guaranty shall be a continuing guaranty and any other party liable upon or in respect of any obligation hereby guaranteed may be released without affecting the liability of Guarantor, and Lender may continue to act in reliance hereon.

In the event of default under this Guaranty and/or an Event of Default under the Note, Guarantor will pay to Lender all reasonable expenses (including reasonable attorneys' fees and legal expenses incurred by Lender) of, or incidental to, asserting the claims of Lender in respect thereof; and all such expenses shall be liabilities, indebtedness or obligations of Guarantor hereunder.

No provision of this Guaranty may be modified or waived without the prior written consent of both Lender and Guarantor.

This Guaranty and all rights, obligations and liabilities arising hereunder shall be governed by and construed according to the laws of the State of New York.

**Guarantor hereby irrevocably waives all right to trial by jury in any action or proceeding, including, but not limited to, actions sounding in tort, "bad-faith," fraud or otherwise, arising out of this Guaranty and/or the Note.**

Please acknowledge the terms of this Guaranty by causing this letter to be signed by a duly authorized representative of BV70 LLC in the space provided below.

Very truly yours,

Jeffrey Epstein

ACKNOWLEDGED AND AGREED:

BV70 LLC

By: \_\_\_\_\_