

## DEMAND PROMISSORY NOTE

\$30,500,000.00

April 17, 2017

**FOR VALUE RECEIVED**, the undersigned, Plan D, LLC, a U.S. Virgin Islands limited liability company (the "**Maker**"), hereby unconditionally promises to pay to the order of 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 (the "**Holder**"), the principal amount of Thirty Million Five Hundred Thousand Dollars (\$30,500,000.00), together with interest on the unpaid principal balance at an initial rate per annum equal to the Federal short-term rate, as published by the Internal Revenue Service pursuant to Section 1275(d) of the Internal Revenue Code, compounded semiannually (the "**Short-Term Rate**") in effect for the month first above written. The interest rate on the unpaid principal amount of this Note shall be adjusted as of January 1 and July 1 of each year to the Short-Term Rate in effect for such January and July, as the case may be.

The unpaid principal balance of this Note, and all accrued interest thereon, shall be due and payable within two (2) business days of written demand therefor given by the Holder to the Maker.

The unpaid principal balance of this Note and all accrued interest thereon may be prepaid, in full or in part, at any time or from time to time without premium or penalty.

All payments of principal and interest hereunder shall be made in lawful money of the United States, in immediately available funds at c/o Elysium Management LLC, 445 Park Avenue, Suite 1401, New York, NY 10022 (or at such other place as the Holder may designate in writing to the Maker).

### **1. Events of Default.**

(a) If any of the following events shall occur during the term hereof, such events shall be deemed a default by the Maker hereunder (each an "**Event of Default**"):

(i) The Maker shall have defaulted in the payment of principal or interest under this Note as and when the same shall have become due and payable in accordance with the terms hereof; or

(ii) There shall have been entered any order, judgment or decree by a court of competent jurisdiction for relief in respect of the Maker under any applicable Federal or state bankruptcy law or similar law, or appointing a receiver, assignee or trustee of all or a substantial part of the Maker's property, assets or revenues; or

(iii) The filing by the Maker of a petition or consent to a petition seeking relief under Title 11 of the United States Code, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Maker to the institution of proceedings thereunder or to the filing of any

such petition or to the appointment or taking of possession by a receiver, liquidator, assignee, trustee or custodian, of any substantial part of the property, assets or revenues of the Maker, or the making by the Maker of an assignment for the benefit of creditors, or the inability of the Maker to pay its debts as they become due and payable; or

(iv) The earliest to occur of the cessation of activities in the ordinary course, the winding down and dissolution of the Maker.

(b) In the case of an Event of Default, without any demand, presentment, protest or other notice whatsoever to the Maker, or other statutory or other rights of redemption, or any other action by the Holder, all of which are hereby expressly waived by the Maker, the unpaid principal amount hereof and all accrued interest shall become due and payable in full upon the occurrence of any such event and the Holder may exercise simultaneously or seriatim any or all of such other rights and remedies as may be lawfully permitted under Federal law or state law and any and all of the remedies of the Holder set forth herein.

(c) All payments made hereunder shall first be applied to accrued interest and then to principal.

**2. Loss, Etc. of Note.**

Upon receipt of evidence reasonably satisfactory to the Maker of the loss, theft, destruction or mutilation of this Note, and of indemnity reasonably satisfactory to the Maker, if lost, stolen, destroyed or mutilated, the Maker shall execute and deliver to the Holder a new note identical in all respects to this Note.

**3. Collection Costs.**

In the event that it becomes necessary to enforce the provisions of this Note against the Maker in order to collect any amounts due hereunder, all costs, fees and expenses of such enforcement, including, without limitation, all attorneys fees and disbursements and all fees and disbursements of other professionals relating to the enforcement of any obligations under this Note, when incurred shall be deemed to be additions to principal and shall become immediately due and payable hereunder.

**4. Non-Waiver.**

The Maker hereby expressly waives presentment for payment, demand for payment, notice of dishonor, protest, notice of protest, notice of non-payment, and all lack of diligence or delays in collection or enforcement of this Note. The Holder may extend the time of payment of this Note, postpone the enforcement hereof, release any collateral securing this Note, or grant any other indulgences whatsoever without affecting or diminishing the Holder's rights under this Note, which rights are hereby expressly reserved. Any waiver of any provision hereof must be in writing. No failure on the part of the Holder to exercise, and no delay in exercising, any right, power or privilege under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Note preclude any other or further exercise thereof or

the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any and all other remedies provided by law.

**5. Successors and Assigns.**

This Note is binding upon the Maker and its successors and assigns; provided, however, that the Maker shall not be entitled to assign or delegate any rights or obligations under this Note without the prior written consent of the Holder. The Maker hereby consents to the Holder's sale, assignment, transfer or other disposition at any time or times hereafter, of this Note, or any right or interest herein contained to any "affiliate" of the Holder. For purposes hereof, the term "affiliate" shall mean any person beneficially owning a majority of the ownership interests of the Holder or any entity beneficially owned by such person. Upon such permitted assignment, the permitted assignee shall have all of the rights of the Holder to enforce any of the provisions of this Note. The Maker agrees not to assert as against any such permitted assignee any claims, offsets, deductions or defenses it may have against the Holder for breach of this Note or otherwise.

**6. Amendment and Modification.**

This Note may be amended, modified or supplemented only by written agreement signed by the Holder and the Maker.

**7. No Right of Offset.**

The Maker agrees that it shall have no right to assert against the Holder any offset or deduction from any amount due and payable under this Note by reason of any right or claim against the Holder arising from any cause or circumstance whatsoever, whether previously existing or hereafter arising.

**8. The Maker's Due Authorization.**

The Maker hereby represents and warrants to the Holder that (a) the Maker has full power and authority to borrow the sum of Thirty Million Five Hundred Thousand Dollars (\$30,500,000.00) from BV70 LLC on the terms and conditions provided in the Note (the "**Borrowing**"), and to execute and deliver the Note to the Holder, (b) the Borrowing, and the execution and delivery of the Note by the Maker have been duly authorized by all necessary limited liability company action of the Maker, and (c) the Note has been duly executed and delivered by the Maker, and constitutes a valid, legal and binding obligation of the Maker, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally and subject to general principles of equity.

**9. Notices.**

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by

personal delivery, reputable overnight courier service, certified mail (postage pre paid, return receipt requested), by email or by telecopy, as follows:

If to the Maker:

BV70 LLC  
c/o Elysium Management LLC  
445 Park Avenue, Suite 1401  
New York, NY 10022  
Fax: 646-589-0330  
Email: [REDACTED]

If to the Holder:

Plan D, LLC  
6100 Red Hook Quarter, B3  
St. Thomas, USVI 00802  
Fax: (340) 775-2528  
Email: [REDACTED]

Any party hereto may change the address to which notices, requests, demands and other communications to such party shall be given hereunder by giving notice thereof to the other party hereto in the manner herein provided. Notices shall be deemed given at the time they are delivered personally; if by overnight courier, the next business day following the delivery thereof to such courier (or such later date as is demonstrated by a bona fide receipt therefor); if given by certified mail (postage pre-paid, return receipt requested), three days after deposit in the mail; or if given by email or facsimile prior to 6 [REDACTED] on a business day, on the business day on which the email or facsimile transmission is transmitted (receipt confirmed).

**10. Governing Law.**

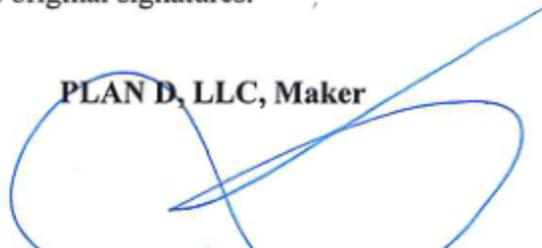
THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS TO BE PERFORMED ENTIRELY THEREIN, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS APPLICABLE THEREIN.

**11. Waiver of Jury Trial.**

TO THE EXTENT PERMITTED BY LAW, THE MAKERS AND THE HOLDER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

12. Faxed and Scanned Signatures.

Signatures of this Note transmitted by fax, or scanned and then transmitted by email transmission shall have the same effect as original signatures.

**PLAN D, LLC, Maker**  
  
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**Jeffrey Epstein, Sole Member**

On April 17, 2017, before me, the undersigned, personally appeared Jeffrey Epstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Sole Member of Plan D, LLC, a U.S. Virgin Islands limited liability company, and that by his signature on the instrument, Plan D, LLC executed the instrument.

  
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Notary Public

**HABIBE AVDIU**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01AV6313116**  
**Qualified in Richmond County**  
**My Commission Expires October 14, 2018**

