

**AMENDMENT NUMBER 1 TO PROMISSORY NOTE OF PLAN D, LLC,  
DATED MARCH 30, 2017, PAYABLE TO THE ORDER OF BV70 LLC**

**THIS AMENDMENT NUMBER 1 TO PROMISSORY NOTE OF PLAN D, LLC, DATED MARCH 30, 2017, PAYABLE TO THE ORDER OF BV70 LLC** is made effective this 31<sup>st</sup> day of March 2017 by Plan D, LLC, a United States Virgin Islands limited liability company with an address at 6100 Red Hook Quarter, B3, St. Thomas, United States Virgin Islands (the "Maker"), and BV70 LLC, a New York limited liability company with an address at c/o Elysium Management LLC, 445 Park Avenue, Suite 1401, New York, New York 10022 (the "Holder").

**WHEREAS**, the Maker is the Maker under that certain promissory noted dated March 30, 2017 payable to the order of the Holder in the principal amount of ~~Twenty~~ Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000.00) (the "Note");

**WHEREAS**, Section 6 of the Note provides that the Note may be amended by a written agreement signed by the Maker and the Holder; and

**WHEREAS**, the Maker and the Holder desire to amend the Note as hereinafter provided;

**NOW, THEREFORE**, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Maker and the Holder hereby agree to amend the Note as follows:

**1. The first paragraph of the Note is revised to read:**

**"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 Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000.00), 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."**

12. Section 5 of the Note is amended by inserting the following provisions at the end of that Section:

“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.”

23. The following provision is added to the Note as a new Section 11:

“Section 11. 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.”

34. The following provision is added to the Note as a new Section 12:

“Section 12. 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 Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000.00) 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.”

45. All other terms and provisions of the Note shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Maker and the Holder have caused this Amendment Number 1 to Promissory Note of Plan D, LLC, dated March 30, 2017, Payable to the Order of BV70 LLC to be executed on the 31st day of March, 2017.

PLAN D, LLC

BV70 LLC

By: \_\_\_\_\_  
Jeffrey Epstein  
Sole Member

By: \_\_\_\_\_  
Name:  
Title:

<b>Summary report:</b>	
<b>Litéra® Change-Pro 7.5.0.176 Document comparison done on 4/5/2017 12:40:03 PM</b>	
<b>Style name:</b> PW Basic	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://US/US1/11221143/1	
<b>Modified DMS:</b> iw://US/US1/11221143/2	
<b>Changes:</b>	
<b>Add</b>	10
<b>Delete</b>	8
<b>Move From</b>	0
<b>Move To</b>	0
<b>Table Insert</b>	0
<b>Table Delete</b>	0
<b>Table moves to</b>	0
<b>Table moves from</b>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>18</b>