

SOUTHERN TRUST COMPANY, INC.

6100 Red Hook Quarter, B3
St. Thomas, USVI 00802

March 27, 2017

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

INVOICE

Amount due pursuant to Agreement Between
Southern Trust Company, Inc. and Leon Black

US \$10,000,000.00

Please pay by electronic wire transfer

Bank Name:	Deutsche Bank Trust Company Americas
ABA No.:	
Account No.:	
Account Name:	

WIRE TRANSFER INSTRUCTIONS FOR WIRE TRANSFER TO PLAN D, LLC

Bank Name:	Deutsche Bank Trust Company Americas
ABA No.:	021001033
Account No.:	42953467
Account Name:	Plan D, LLC

PROMISSORY NOTE

\$28,500,000.00

March 27, 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 Leon Black, 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 Eight Million Five Hundred Thousand Dollars (\$28,500,000.00) Dollars, together with interest on the unpaid principal balance at the rate of One and one hundredths percent (1.01%) per annum (the "Interest Rate"), payable as hereinafter provided:

The unpaid principal balance of this Note, and all accrued interest thereon, shall be due and payable by no later than 5:00 PM Eastern Standard Time on March 26, 2018.

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.

6. Amendment and Modification.

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

7. 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:

Leon Black
c/o Elysium Management LLC
445 Park Avenue, Suite 1401
New York, NY 10022
Fax:
Email:

If to the Holder:

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

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 p.m. on a business day, on the business day on which the email or facsimile transmission is transmitted (receipt confirmed).

8. 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.

9. Waiver of Jury Trial.

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

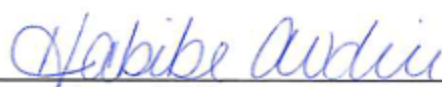
10. Faxed and Scanned Signatures.

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

Jeffrey Epstein, Sole Member

On March 27, 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.


Notary Public

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

