

## PROMISSORY NOTE

\$160,000.00

United States Virgin Islands  
April 15, 2015

**FOR VALUE RECEIVED**, the undersigned, Mark Lloyd ("**Borrower**") hereby promises to pay to the order of Jeffrey E. Epstein ("**Lender**") the principal sum of ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$160,000.00), plus interest on the unpaid principal balance at the rate of two percent (2%) per annum (the "**Interest Rate**").

The unpaid principal balance of this Note, and all accrued interest thereon, shall be due and payable on July 14, 2015.

All computations of interest and principal under this Note shall be made by Lender, and absent manifest error, such computations shall be conclusive and binding upon Borrower.

Payment of principal, interest or other sums payable on or in respect of this Note or the indebtedness evidenced hereby shall be made by Borrower directly to Lender in United States Dollars by wire transfer to Lender's Account, not later than 5:00 ████, Atlantic Standard Time, on the due date of such payment, and in immediately available and freely transferable funds.

This Note evidences the obligations of Borrower (a) to repay the principal amount hereof as provided herein, (b) to pay interest, as herein provided, on the principal amount hereof remaining unpaid from time to time, and (c) to pay other amounts, which may become due and payable hereunder as herein provided (collectively, such obligations are the "**Obligations**").

For all purposes of this Note, the following terms shall have the respective meanings set forth below:

- a) "**Bankruptcy Code**" means Title 11, United States Code, as now and hereafter in effect, or any successor statute.
- b) "**Business Day**" means a day on which Lender is open for business in St. Thomas, U.S. Virgin Islands.
- c) "**holder**" means, at any time of determination, Lender or any other person who is at such time a lawful holder in possession of all or any portion of this Note.
- d) "**Lender's Account**" means an account to be hereafter designated to Borrower in writing by Lender.
- e) "**Person**" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust

companies, land trusts, business trusts or other organizations, whether or not legal entities, and government authorities.

Borrower will have the right to prepay without premium or penalty from time to time and at any time the unpaid principal of this Note in full or in part. Any partial payment of the indebtedness evidenced by this Note shall be applied by the holder hereof (a) first, to the payment of all of the unpaid interest accrued on the unpaid principal balance of this Note at the time of such partial payment, (b) then, to the payment of all (if any) other amounts (except principal) due and payable at the time of such partial payment on or in respect of this Note or the indebtedness evidenced by this Note, including, without limitation, any fees, costs, charges or expenses of Lender, and (c) finally, to the prepayment of the unpaid principal of this Note.

If any sum would, but for the provisions of this paragraph, become due and payable on or in respect of this Note or the indebtedness evidenced hereby on a day which is not a Business Day, then such sum shall become due and payable on the Business Day next succeeding the day on which such sum would otherwise have become due and payable hereunder, and interest payable hereunder to the holder hereof shall be adjusted by the holder hereof accordingly.

Borrower hereby agrees, at his own expense, to execute and deliver, from time to time, any and all further, instruments and documents, and to perform such further acts, as Lender may reasonably request to effect the transactions contemplated by this Note and to provide to Lender the benefits of all rights, authorities and remedies conferred upon Lender by the terms of this Note.

If any of the following conditions or events (each, an *“Event of Default”*) shall occur:

- a) Failure by Borrower to pay any principal, interest or any other amount due under this Note when due, whether at stated maturity, by acceleration, or otherwise; or
- b) Borrower shall otherwise default in, breach the performance of, or fail to comply with any term contained in this Note; or
- c) The commencement, whether voluntarily or involuntarily, of any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, receivership or liquidation or similar proceeding in any jurisdiction relating to Borrower, or any part of the assets or properties of Borrower, whether under the Bankruptcy Code or any other applicable federal or state law, statute, rule or regulation; or
- d) Borrower shall be unable, or admit in writing his inability, to pay his debts generally as they mature; or
- e) Borrower shall become insolvent (as such term may be defined or interpreted under any applicable statute); or
- f) The death or incompetency of Borrower; or

- g) At any time after the execution and delivery hereof, (i) this Note shall cease to be in full force and effect (other than by reason of the payment in full of the Obligations, and the resulting termination of this Note in accordance with the terms hereof) or shall be declared null and void, or (ii) Borrower shall contest the validity or enforceability of this Note in writing or deny in writing that Borrower has any further liability under this Note;

**THEN**, upon the occurrence and during the continuation of any Event of Default, the unpaid principal amount of and accrued interest on all Obligations shall automatically become immediately due and payable, without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by Borrower. In addition, Lender shall be entitled to all remedies available under applicable law. Upon the occurrence of an Event of Default, default interest in the amount of 10% of the original principal balance of this Note will be deemed to have accrued and be immediately due payable, and thereafter default interest on the unpaid Obligations due and payable under this Note shall continue to accrue at the rate of 10% per month until all due and payable Obligations are paid in full.

The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative and not alternative.

Borrower absolutely and unconditionally agrees to reimburse Lender and any holder of all or any portion of this Note, on demand, for all out-of-pocket expenses incurred in connection with the enforcement of this Note and the transactions contemplated hereby, including but not limited to all attorney's fees and disbursements and the fees and disbursements of other professionals relating to the enforcement of any obligations under and of this Note or the satisfaction of any indebtedness of Borrower hereunder. Upon incurrence of any such out-of-pocket expenses, such out-of-pocket expenses will automatically be added to the principal amount of this Note and, as a result, begin to accrue interest as provided herein. No delay or omission on the part of Lender or any holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other rights of Lender or such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar or waiver of the same or any other right on any further occasion.

Except as otherwise expressly provided in this Note, all notices and other communications made or required to be given pursuant to this Note shall be in writing and shall be delivered by hand, mailed by United States registered or certified first class mail, postage prepaid, sent by overnight courier, or sent by facsimile or email and confirmed by delivery via courier or postal service, addressed as follows: (a) if to Borrower, to the notice address beneath Borrower's signature hereto, and (b) if to Lender, to him at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802, facsimile no. [REDACTED], email address [REDACTED], with a copy to Darren K. Indyke, Esq., Darren K. Indyke, PLLC, 575 Lexington Avenue, 4th Floor, NY, NY 10022, facsimile no. [REDACTED], or at such other address for notice as Lender shall last have furnished in writing to the Person giving the notice.

This Note shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Lender and Borrower, provided that Borrower may not

assign or transfer any of its obligations hereunder without the prior written consent of Lender and/or each holder, which consent may be granted or withheld in Lender's and each holder's sole and absolute discretion.

Neither this Note nor any provision hereof may be amended, supplemented, waived or otherwise modified except pursuant to an agreement or agreements in writing entered into by Borrower and Lender. No waiver of any provision of this Note or consent to any departure by Borrower herefrom shall in any event be effective unless the same shall be permitted by the preceding sentence, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

Borrower hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note, and assent to any extension or postponement of the time of payment or any other indulgence, and to the addition or release of any other party or person primarily or secondarily liable. No provision of this Note shall impair the obligations of Borrower, which are absolute and unconditional, to pay the principal of and interest on this Note at the place, at the times, and in the currency herein prescribed.

**ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST BORROWER ARISING OUT OF OR RELATING TO THIS NOTE, OR ANY OBLIGATIONS HEREUNDER, MAY BE BROUGHT ONLY IN THE SUPERIOR COURT OR A FEDERAL COURT IN THE UNITED STATES VIRGIN ISLANDS. BY EXECUTING AND DELIVERING THIS NOTE, BORROWER IRREVOCABLY (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE JURISDICTION AND VENUE OF SUCH COURTS; (II) WAIVES ANY DEFENSE OF *FORUM NON CONVENIENS*; (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO BORROWER AT BORROWER'S ADDRESS PROVIDED IN ACCORDANCE WITH THE TERMS OF THIS NOTE; (IV) AGREES THAT, SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER BORROWER IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; (V) AGREES THAT LENDER RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW; AND (VI) AGREES THAT THE PROVISIONS OF THIS PARAGRAPH RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE BY LAW.**

**BORROWER HEREBY AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE, OR ANY DEALINGS BETWEEN BORROWER AND LENDER RELATING HERETO. In the event of litigation, this Note may be filed as a written consent to a trial by the court.**

**THIS NOTE, AND THE RIGHTS AND OBLIGATIONS HEREUNDER OF BORROWER AND ANY HOLDER(S) HEREOF SHALL FOR ALL PURPOSES BE**

**GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE UNITED STATES VIRGIN ISLANDS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.**

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

**IN WITNESS WHEREOF**, Borrower has duly executed and duly delivered this Note as of the day and year first above written.

**BORROWER:**

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MARK LLOYD

Address:

Facsimile No.:

Email:

On April 15, 2015, before me, the undersigned, personally appeared Mark Lloyd, 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 individual capacity, and that by his signature on the instrument, he executed the instrument.

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Notary Public