

**JEFFREY E. EPSTEIN**  
**AS**  
**GRANTOR**  
**TO**  
**DAPHNE WALLACE**  
**AND**  
**LESLEY GROFF**  
**AS**  
**TRUSTEES**  
**OF**  
**THE 2017 CATERPILLAR TRUST**  
  
**DATED JANUARY 3, 2017**

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TRUST AGREEMENT dated January 3, 2017, by and among JEFFREY E. EPSTEIN, as Grantor, and DAPHNE WALLACE, a U.S. citizen residing in the U.S. Virgin Islands, and LESLEY GROFF, a U.S. citizen residing in the State of Connecticut, as Trustees.

FIRST

TRANSFER TO TRUSTEES; PURPOSES;  
LIMITED POWER OF AMENDMENT

A. The Grantor intends to create a trust in which the Grantor retains a “qualified annuity interest,” as defined in Section 2702(b)(1) of the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder with the property listed on Schedule A hereto. The Trustees agree to hold such property, IN TRUST, and to administer and dispose of it in accordance with the provisions of this Trust Agreement. Said property, and all investments and reinvestments thereof, and all proceeds thereof which constitute principal, are hereinafter collectively called “principal.”

B. Each Trustee, acting singly, shall have the power to amend this Trust Agreement in any manner required for the sole purpose of ensuring that any Annuity Amount (as hereinafter defined) payable hereunder constitutes a qualified

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annuity interest within the meaning of Section 2702(b)(1) of the Code and the Treasury Regulations thereunder.

C. The provisions of this Trust Agreement shall be construed, and the Trust shall be administered solely in accordance with, the Grantor's intention to establish a "qualified annuity interest" and in a manner consistent with the applicable sections of the Code and the Treasury Regulations thereunder. No authorization or direction or other provisions contained in this Trust Agreement that would prevent the Trust from so qualifying shall apply to the Trust, it being the Grantor's intention that any Court having jurisdiction over this Trust Agreement construe it accordingly.

## SECOND

### DEFINITIONS

A. The word "Trustee" and all references to the Trustee shall mean and refer to the Trustees hereinbefore named and any successor or substitute Trustees or Trustee, as may be acting hereunder from time to time and shall be construed in the masculine, feminine or neuter and in the singular or plural, whichever is consistent with the facts prevailing at any given time.

B. The words "IN TRUST" shall mean "in trust, nevertheless, to hold, manage, invest and reinvest, and, until payment thereof as hereinafter directed, to receive the income thereof."

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C. The word “pay” shall, where applicable, mean “convey, transfer and pay” and the word “payment” shall, where applicable, mean “conveyance, transfer and payment. “

D. The word “Trust” shall mean the trust created under this Trust Agreement.

E. All terms used herein, unless otherwise defined herein, shall have the same meanings in this Trust Agreement as they do in the Code and the Treasury Regulations thereunder.

### THIRD

#### DISPOSITION OF PRINCIPAL AND INCOME DURING THE TERM OF THE TRUST

A. The Trustees shall invest and reinvest the principal of the Trust until the expiration of two (2) years after the date on which the property listed on Schedule A hereto shall be irrevocably assigned, transferred and conveyed to the Trustees (the “Funding Date”). Until the termination of the Trust, the Trustees shall pay, annually on the day immediately preceding the anniversary of the Funding Date (the “annuity payment date”), to the Grantor if the Grantor is living on the annuity payment date, or, after the Grantor’s death during the trust term, to the Grantor’s personal representatives, an annuity equal to 51.80810% of the fair market value of the principal on the Funding Date (the “Annuity Amount”), said

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annuity being paid, first from the income of the Trust, and, to the extent that income shall be insufficient, from the principal thereof. Any income of the Trust in excess of the annuity paid pursuant to the provisions of this paragraph shall be added to principal. In determining the value of said annuity, assets shall be valued as of the Funding Date, as finally determined for Federal gift tax purposes.

1. If the initial net fair market value of the trust assets shall be incorrectly determined by the Trustees, then within a reasonable period after the final determination of the correct value, the Trustees shall pay to the Grantor (in the case of an undervaluation) or the Grantor shall pay to the Trustees (in the case of an overvaluation) an amount equal to the difference between the annuity properly payable and the annuity actually paid, as required by Treas. Reg. §1.664-2(a)(1)(iii), plus interest on such amounts computed at the rate required by the applicable Treasury Department regulations or, if there are no such regulations, the rate used for valuing annuity interests under Section 664 of the Code, compounded annually.

2. The Trustees are prohibited from issuing a note, other debt instrument, option or similar financial arrangement in satisfaction of the annuity payment obligation.

3. No additional contributions may be made to the Trust created hereunder.

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B. The Trust shall terminate upon the expiration of two (2) years after the Funding Date. After payment of the final Annuity Amount to the Grantor or the Grantor's personal representatives, as the case may be, the Trustees shall pay the balance of the principal of the Trust, together with all net income thereof accrued but not yet collected, and collected but not yet disposed of, to the then acting Trustees of **THE 2013 BUTTERFLY TRUST**, created pursuant to a Trust Agreement dated December 31, 2013, by and among the Grantor, JEFFREY E. EPSTEIN, and the Trustees, ERIKA A. KELLERHALS and RICHARD KAHN, as the same has been and may hereafter be amended from time to time, and as such Trustees may have succeeded and may hereafter succeed their respective predecessor Trustees from time to time in accordance with the then effective provisions of said Trust Agreement, who shall add the same to the principal of **THE 2013 BUTTERFLY TRUST** to be held and disposed of as provided thereunder.

C. The Grantor's interest in the Trust may not be commuted. Such interest shall not terminate except as provided in Article Third.

D. The taxable year of the Trust shall be the calendar year.

E. The Trust created under this Trust Agreement may be referred to as "**THE 2017 CATERPILLAR TRUST.**"

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## FOURTH

### GOVERNING LAW; CLAIMS OR CHARGES AGAINST GRANTOR OR HIS ESTATE

A. This Trust Agreement and the Trust created by it shall in all respects and for all purposes be governed and regulated by the laws of the Territory of the U.S. Virgin Islands as they now exist and may from time to time be enacted, amended, or repealed. All questions regarding the validity, construction, and administration of this trust instrument, or any of its provisions, and of this Trust shall be determined solely by the laws of that territory. The courts of the State of Delaware and the U.S. Virgin Islands shall have primary supervision over the administration of the Trust. It is intended that the Trust shall be a U.S. domestic trust as defined in Title 26 section 7701(a)(30) of the Code by virtue of meeting the court and control test. As provided in Treas. Reg. section 301.7701-7(c)(4)(D), if both a United States court and a foreign court are able to exercise primary supervision over the administration of the Trust, the Trust meets the court test.

B. No portion of the income or principal of the Trust shall be liable for the payment of any taxes, liabilities, debts or any other claims or charges against the Grantor or the estate of the Grantor, except as otherwise expressly provided herein.

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## FIFTH

### IRREVOCABILITY, SEVERABILITY, COUNTERPARTS

A. This Trust Agreement and the Trust created hereunder are irrevocable. Subject to each Trustee's right under Article FIRST, paragraph B of this Trust Agreement to amend this Trust for the sole purpose of ensuring that any Annuity Amount (as hereinafter defined) payable hereunder constitutes a qualified annuity interest within the meaning of Section 2702(b)(1) of the Code and the Treasury Regulations thereunder, neither the Grantor nor any other person shall have the right to alter, amend, revoke or terminate this Trust Agreement or the Trust created hereunder.

B. Should any part, clause, provision or condition of this Trust Agreement be held to be void or invalid, then such voidance or invalidity shall not affect any other part, clause, provision or condition hereof, but the remainder of this Trust Agreement shall be effective as though such void or invalid part, clause, provision or condition had not been contained herein.

C. This Trust Agreement may be executed in counterparts, each of which shall be an original, but together which shall constitute one instrument.

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## SIXTH

### TRUSTEES

A. Each of the Trustees, acting singly, shall have the right to designate one or more additional or successor Trustees to act with him or her or in his or her place. If either of the original named Trustees is no longer acting, then any successor or additional Trustee shall have the right to designate one or more additional or successor Trustees to act with him or her or in his or her place.

B. Designations shall be in writing and may be revoked in writing by the maker thereof, at any time prior to the qualification of the Trustee so designated.

C. Any Trustee may resign by giving notice to take effect on the date specified in said notice, except that if the resigning Trustee is the last acting Trustee, and no successor designated pursuant to the provisions of this Article is available to succeed him or her, then his or her resignation shall not be effective until he or she designates a successor and such successor qualifies to act.

D. A Trustee may resign or qualify only by a written instrument mailed or delivered to a Trustee then acting, or if none, to his or her successor, in the case of a resignation, or in any case to the Grantor.

E. The Grantor shall have the power at any time and from time to time to remove any Trustee of the Trust by a written instrument, duly

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acknowledged by the Grantor, mailed or delivered to the Trustees then acting, and such removal shall be effective on the date specified in such written instrument, or if no date is specified, on the date of such mailing or delivery.

F. No Trustee at any time acting hereunder shall be required to give any bond, undertaking or other security for the faithful performance of his or her duties in any jurisdiction.

## SEVENTH

### SETTLEMENT OF TRUSTEES' ACCOUNTS; EXONERATION OF TRUSTEES

A. No Trustee shall be required to file or render, and the Grantor waives and excuses the filing with or rendering to any Court of, an account of his or her transactions with respect to the Trust or of inventories, accounts, statements or reports of principal and/or income in respect of the Trust. As such, pursuant to Section 1212, Title 15 of the Virgin Islands Code, Grantor hereby relieves Trustee and any Successor Trustee of the requirements imposed by Sections 1191 and 1192 of the Virgin Islands Code. Nevertheless, any Trustee may at any time and from time to time render an account of his or her transactions with respect to the Trust. The Grantor shall have full power to settle finally any such account or to waive the same, and on the basis of such account or waiver, to release the Trustee, individually, and as Trustee, from all accountability, liability and responsibility for

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his acts or omissions as Trustee. Any such settlement and release or waiver and release shall be binding upon all persons, whether or not then in being, then or thereafter interested in either the income or the principal of the Trust and shall have the force and effect of a final decree, judgment or order of a court of competent jurisdiction rendered in an appropriate action or proceeding for the judicial settlement of such an account, in which action or proceeding jurisdiction was obtained over all necessary and proper parties. The expenses of any such accounting shall be a proper administration expense of the Trust payable from principal or income of the Trust, or partly from each, as any Trustee, in his or her discretion, shall determine. The foregoing provision, however, shall not preclude any Trustee from having his or her accounts judicially settled, if he or she shall so desire, and the expenses of a judicial accounting shall be a proper administration expense of the Trust payable from principal.

B. If any Trustee shall resign as a Trustee hereunder, the continuing Trustee or Trustees may deliver to the Trustee so resigning, an instrument whereby such resigning Trustee shall be released and discharged, to the extent stated therein, of and from any and all accountability, liability and responsibility for acts or omissions as Trustee. Any such release and discharge shall be binding upon all persons, whether or not then in being, then or thereafter interested in either the income or the principal of the Trust and shall have the force

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and effect of a final decree, judgment or order of a Court of competent jurisdiction rendered in an appropriate action or proceeding for the judicial settlement of the account of such Trustee, in which action or proceeding jurisdiction was obtained over all necessary and proper parties. The foregoing provision, however, shall not preclude any Trustee so resigning from having his or her account judicially settled. The expenses of any judicial accounting rendered by a Trustee who shall resign shall be a proper administration expense of the Trust payable from principal.

C. In addition to the foregoing, each Trustee is hereby authorized, at any time and from time to time, with respect to the Trust, to settle the accounts of the Trustee by agreement between such Trustee and the then adult beneficiary of the income and the beneficiary or beneficiaries who would be entitled to the principal in case the Trust was to terminate at the time of such agreement, excluding any who are then incompetent, which agreement shall bind all persons, whether or not then in being, then or thereafter interested in either the income or the principal of the Trust. Any such settlement shall have the force and effect of a final decree, judgment or order of a court of competent jurisdiction rendered in an appropriate action or proceeding for the judicial settlement of such account, in which action or proceeding jurisdiction was obtained over all necessary and proper parties. The expenses of any such account shall be a proper administration

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expense of the Trust payable from principal or income of the Trust, or partly from each, as any Trustee, in his discretion, shall determine.

D. No Trustee shall be accountable, liable or responsible for any act, default, negligence or omission of any other Trustee.

E. No Trustee acting hereunder shall be liable for any loss or damage which may occur hereunder, unless due to willful default, deliberate wrongdoing or willful violation of an express provision hereof.

#### EIGHTH SUBSTITUTION OF PROPERTY

A. The Grantor, acting in a nonfiduciary capacity, shall have the right, at any time or times, to substitute property of equivalent value for all or any portion of the trust corpus, provided that this power shall not be construed to limit the Trustee's power to buy, sell, invest, reinvest or exchange the property transferred to the Trustee hereunder or any reinvestments thereof. Nothing in this paragraph shall be deemed to be a violation of 15 V.I.C. section 1095.

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## NINTH

### ADMINISTRATIVE POWERS

A. In addition to and in amplification of the powers given by law to trustees, each Trustee, acting singly, but solely in his or fiduciary capacity, is hereby authorized and empowered, in his or her discretion:

1. To hold any part or all of the assets of the Trust invested in the same form of property in which the same shall be invested when received by the Trustees, and invest and reinvest the assets of the Trust, or any portion thereof, in any form of investment which the Trustee may determine.

2. To acquire, buy, sell, contract to buy, contract to sell, sell short, buy on margin, exchange, engage in risk arbitrage transactions with respect to, and trade in stocks (common or preferred), bonds, notes, obligations (secured or unsecured), securities of open-end and closed-end investment companies and common trust funds, other securities (issued or to be issued), commodities, futures, options, executory contracts for the purchase or sale of securities and commodities, mortgages, and other property, real or personal, of any kind, whether similar or dissimilar to that specifically enumerated above, and interests in any of the foregoing, without being bound by any provision of law restricting investments by trustees, and without regard to any principles of diversification.

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3. To purchase, sell or exercise conversion, subscription and other rights, and warrants, puts, calls, straddles, and other options, to make payments in connection therewith and to sell naked options, whether calls or puts, and to deal in other financial instruments.

4. To make any authorized transaction for cash or on credit or partly for cash and partly on credit, with or without security, or partly or wholly with borrowed funds.

5. To invest in, and to become a member of, any partnership, limited liability company or joint venture, to comply with all the terms and provisions of every partnership, limited liability company and joint venture relating to any investment at any time held by them, and to vote, execute consents, exercise all rights and take such other action with respect to any partnership, limited liability company or joint venture as he or she, in his or her discretion, deems advisable.

6. To lease, for such periods (whether or not any such period shall extend beyond the period prescribed by law or the probable term of the Trust), on such terms and conditions and at such time or times as the Trustee shall determine, the whole or any portion or portions of any property, real or personal, which may at any time form part of the Trust, whether the same be held in severalty or as tenant-in-common with others or in a partnership, syndicate or joint

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venture or otherwise, and release and convey any undivided interest in any such property for the purpose of effecting partition of the whole or any part thereof; to make, place, extend or renew mortgages, pledges, building loan agreements or building loan mortgages upon or affecting any and all such property; and make, execute and deliver such mortgages, pledges and agreements, together with proper bonds, notes or other instruments of indebtedness to accompany the same, and such extension or renewal agreements, as the Trustee shall deem best; to repair, alter, reconstruct, build upon or improve any such property and on such terms and at such time or times as the Trustee shall determine, give and grant to others the right so to do, or agree in, or so modify any lease affecting any such property that the lessee may alter, repair, reconstruct, build upon, improve, mortgage and pledge any such property; and generally to make, alter and modify all agreements, leases, mortgages, pledges, building loans, sales, exchanges, transfers and conveyances of or affecting any such property which the Trustee shall determine to be necessary, advisable or proper for the preservation, improvement, enhancement in value of, or betterment of or addition to, such property.

7. To vote, in person or by proxy, all stocks and other securities held by the Trust; to grant, exercise or sell rights to subscribe to stock and securities and options of any nature; to amortize or refrain from amortizing premiums on bonds or other securities which the Trustees may purchase or receive,

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to participate in reorganizations, mergers, liquidations or dissolutions, and contribute to the expense of, and deposit securities with protective committees in connection therewith; to participate in voting trusts; and to generally exercise, in respect of said stock and securities, all rights, powers and privileges which may be lawfully exercised by any person owning similar property in his own right.

8. To employ any investment counsel, corporate custodians, agents, accountants, brokers and attorneys which the Trustee may select and pay the charges thereof, and the Trustee, or a partnership, corporation or other entity in which any Trustee shall be interested, or by which any Trustee may be employed, may be retained in any such capacity, and, in such event, the charges which shall be payable to such Trustee, or to any such partnership, corporation or other entity, shall be in addition to commissions or compensation otherwise allowable to such Trustee and may be paid without prior judicial approval.

9. In any case in which the Trustees are authorized or required to pay or distribute any share of the Trust, to make such payment or distribution in kind, or in cash or partly in each and, in connection therewith, to allocate equal or unequal interests in, or amounts of, specific property in satisfaction of such payment or distribution.

10. To settle, adjust, compromise or submit to arbitration any dispute, claim or controversy in which the Trust may be in any way interested.

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11. To borrow money from any person, partnership, corporation or other entity, for the purpose of meeting any and all charges against the Trust or for any other purpose connected with the administration, preservation, improvement or enhancement in value of the Trust, and, in connection with any such borrowing, to pledge, hypothecate or mortgage any part or all of the assets of the Trust.

12. To keep any or all of the securities at any time forming a part of the Trust in the name of one or more nominees.

13. In any case where doubt or uncertainty exists under applicable law or this Trust Agreement, to (i) credit receipts to principal or income, or partly to each and (ii) charge expenses against principal or income, or partly against each.

14. By instrument or instruments signed by all of the Trustees qualified and acting as such at any time, to delegate, in whole or in part, to any person or persons (including any one or more of the Trustees) the authority and power to (i) sign checks, drafts or orders for the payment or withdrawal of funds from any account in which funds of the Trust hereunder shall be deposited, (ii) endorse for sale, transfer or delivery, or sell, transfer or deliver, or purchase or otherwise acquire, any and all stocks, stock warrants, stock rights, bonds or other securities whatsoever, and (iii) gain access to any safe deposit box which may be in

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the name of any Trustee and remove part or all of the contents of any such safe deposit box and release and surrender the same.

15. To remove the assets of the Trust to, or hold and administer any such assets in, such location or locations within or without the United States Virgin Islands as any Trustee, in his or her discretion, shall select.

16. To make, or refrain from making, elections permitted under any applicable tax law, without regard to the effect of any such election on the interest of any beneficiary of the Trust and, if any such election shall be made, to apportion, or refrain from apportioning, any benefits thereof among the respective interests of the beneficiaries of the Trust, all in such manner as any Trustee shall deem appropriate.

17. To exercise all authority, powers, privileges and discretion, conferred in this Article after the termination of the Trust created under this Trust Agreement and until all of the assets of the Trust are fully distributed.

B. No person or party dealing with any Trustee shall be bound to see to the application of any money or other consideration paid by them to such Trustee.

C. Neither the principal nor the income of the Trust, nor any part thereof, shall or may at any time be liable or subject in any manner whatsoever to the debts or liabilities of any beneficiary entitled to receive any principal or income

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therefrom; nor shall the principal or income of the Trust be liable to attachment by garnishment proceedings or other legal process issued by any creditor of any beneficiary of the Trust for debts heretofore or hereafter contracted by such beneficiary, nor shall any assignment, conveyance, charge, encumbrance or order, either of principal or income, given by any such beneficiary be valid.

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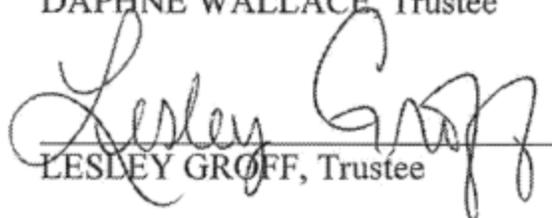
IN WITNESS WHEREOF, the Grantor and each of the Trustees have executed this Trust Agreement on the day and year first above written.



JEFFREY E. EPSTEIN, Grantor



DAPHNE WALLACE, Trustee



LESLEY GROFF, Trustee

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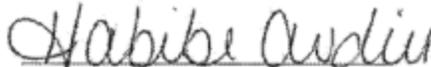
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STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NEW YORK )

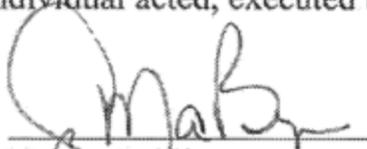
On the 3<sup>rd</sup> day of January in the year 2017, before me, the undersigned, personally appeared JEFFREY E. EPSTEIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, 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

TERRITORY OF THE VIRGIN ISLANDS )  
 )ss.:  
DIVISION OF ST. THOMAS & ST. JOHN )

On the 3<sup>rd</sup> day of January in the year 2017, before me, the undersigned, personally appeared DAPHNE WALLACE, 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, who acknowledged to me that she executed the same in her individual capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Gina Marie Bryan  
Notary Public NP-76-13  
Commission Expires 09/05/17  
St. Thomas/St. John, USVI

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STATE OF NEW YORK     )  
  )ss.:  
COUNTY OF NEW YORK    )

On the 3<sup>rd</sup> day of January in the year 2017, before me, the undersigned, personally appeared LESLEY GROFF, 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 she executed the same in her individual capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, 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

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SCHEDULE A

100% of the Membership Interests in IGO Company, LLC, a United States Virgin Islands limited liability company, and All Rights and Claims in Respect of Such Membership Interests

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