

Private Wealth Management
Deutsche Bank

Checklist for U.S. Individual/Joint Client Custody Account

This form must be completed in full and presented to Account Opening Group with all accompanying documentation prior to any account being opened.

680519 JEFFREY EPSTEIN
Account Number Account Title

ARTHUR TENDLER PAUL MORRIS
Custody Officer Strategic Wealth Advisor

KATY CHENG
Account Assistant

Sweep Choice (check one below)

Custody Sweep Defaults

- Money Market Deposit Account - MMDA Custody 2 Personal [999101900] (33)
- Money Market Deposit Account - MMDA Custody 2 Non-Personal [999101918] (34)

Taxable Funds advised by DeAM, Inc.

- Deutsche Cash Management Fund Institutional (541) (BICXX) (29)
- Cash Reserve Prime Series Investment (211) (ABRXX) (21)
- Cash Reserve Prime Series Institutional (311) (ABPXX) (28)
- DWS Government Cash Institutional Shares (250) (DBBXX) (43)
- DWS Government Cash Managed (254) (DCMXX) (18)
- DWS Money Market Series Managed Shares (2023) (MCAXX) (17)
- ICT Treasury Portfolio Institutional Shares (43) (ICTXX) (30)

Taxable Fund Managed by DeIM

- DWS Money Market Series: Institutional Shares (2403) (ICAXX) (36)

Tax-exempt Funds managed by DeAM, Inc.

- Deutsche NY Tax Free Fund - Investment (844) (BNYXX) (20)
- Deutsche Tax Free Fund - Investment (839) (BTXXX) (31)
- DWS Tax-Exempt Cash Institutional Shares (148) (SCIXX) (16)
- DWS Tax-Exempt Cash Managed (248) (TXMXX) (19)

Offshore Fund managed by DeAM, Inc. (For Offshore Clients Only)

- Managed Dollar Institutional Fund (581) (DEUMADI) (32)

Funds not advised by DeAM, Inc. or DeIM

- California Daily Tax Free Income Fund, Inc. (850) (CFDXX) (25) - (*Managed by Reich & Tang)
- Treasury Trust Dollar Class (63) Shares (845) (23) - (**Managed by Blackrock Provident Institutional Funds)

Portfolio Set Up: Principal only Principal & Income

Required for all accounts Privacy Notice given to client by: Fax Mail In Person

Required Documentation	Attached/ Customer # where the doc. is scanned
Individual - Worldwide Custody Agreement /or Addendum	AT
W8 / W9	AT
Sweep Selection Form (If not submitted, use sweep default)	AT
Evidence of Approved KYC	
DB Force # for approved KYC: 01082293	
Pre DB Force KYC's give GCIS# where the KYC can be located: _____	

DB Custody Arthur Tendler 4/9/14
Date

Arthur Tendler, VP
Deutsche Bank - AWM Custody
60 Wall Street, Floor 27
New York, NY 10005

Account Opening Officer _____

DB Authorization _____
(Scott Guest, Barry Morris, Josh Rosen)

[AOG ON (27) 230-0925
SOX Verification Completed: _____



Last Update: 10/28/10

CONFIDENTIAL - PURSUANT TO FED. R. CRIM. P. 6(e)

CONFIDENTIAL

SDNY_GM_00037748

DB-SDNY-0000572

EFTA_00148357

EFTA01282345



Worldwide Custody Account Agreement
Deutsche Bank Trust Company Americas

ACCOUNT NUMBER(S): [REDACTED]
Bank Use Only

New York, New York

Dated: April 1, 20 14

I. THE ACCOUNT IS FOR A: (choose one)

- Individual
- Joint Tenants with Rights of Survivorship
- Joint Tenants in Common

A. Please indicate if any account owner is (or the account is for the benefit of): (choose one)

- A labor organization/union or Taft-Hartley plan
- An officer, agent, representative or employee of a labor organization/union
- A Federal, State or local agency, board, commission or authority (including public hospitals, school districts and universities) or other public entity
(if so, please indicate which country, state or municipality: _____)
- An official or employee in the legislative or executive branch of a Federal, State or local government
(if so, please indicate which country, state or municipality: _____)
- None of the above

B. Please indicate if the account: (choose one)

- Is a retirement account covered under the laws of ERISA
- OR
- Is not a retirement account covered under the laws of ERISA

II. OPENING YOUR ACCOUNT

By signing this Agreement, you authorize Deutsche Bank Trust Company Americas ("DBTCA" or the "Bank") to open and maintain one or more Custody Accounts (each an Account and collectively the "Account") for you. Your Account will have one or more securities accounts and one or more cash accounts and the Account Title will be:

Jeffrey Epstein

CONFIDENTIAL

III. LEGAL RESIDENCE:

Jeffrey Epstein	_____	Name	_____
Name		Name	
United States Virgin Islands	_____	Country of citizenship	_____
Country of citizenship		Country of citizenship	
6100 Red Hook Quarter, B3	_____	Legal residence	_____
Legal residence		Legal residence	
St. Thomas, USVI 00802	_____		

You will notify us immediately if your citizenship or legal residence changes.

IV. DECLARATION OF TAX STATUS

This Agreement is designed for use by both U.S. Persons and Non-U.S. Persons. Please check the box next to the paragraph below that applies to you. You certify that you will notify the Bank in writing immediately if the representation certified to below ceases to be true and correct.

(choose one)

- U.S. Persons.** By checking this box, you hereby certify under penalties of perjury that you are a U.S. person. Your U.S. Taxpayer Identification Number _____
You further agree to provide the Bank a validly completed Internal Revenue Service Form W-9.
- Non-U.S. Persons (Individual).** By checking this box, you hereby certify under penalties of perjury that you are neither a citizen nor a resident of the United States (and you have not made an election to be treated as a resident because of your marriage to a citizen or resident), you have not been and intend not to be present in the United States for 183 days or more during any calendar year in which this Agreement is in effect, and the income you will earn hereunder is not effectively connected to a United States trade or business. You further agree to provide the Bank a validly completed Internal Revenue Service form W-8BEN, W-8ECI, W-8EXP or W-8IMY or any equivalent successor form as may be appropriate to your United States taxable status at account opening.

V. TAX REPORTING FOR U.S. CLIENTS HOLDING NON-U.S. DOLLAR SECURITIES

U.S. tax laws are quite complex and constantly evolving, especially in the area of international investments held by U.S. taxpayers. The monthly transaction statements and the annual consolidated form 1099 furnished to you are designed to reflect the status of your investments, but do not provide all the necessary details to complete your U.S. tax returns. The supplementary information needed, namely historical foreign exchange rates, is available on the Bank's system and can always be provided to you or your tax professional at no charge.

An annual International Tax Letter for foreign securities, which provides a detailed summary with supporting schedules of all capital and foreign exchange gains/losses recognized, is available to you upon request. Additional charges for this service would be noted on the fee agreement provided to you. Any charges will be deducted from your Worldwide Custody Account unless otherwise instructed by you.

FOR HOLDERS OF FOREIGN SECURITIES ONLY—Please check the appropriate box below. (choose one)

- I do not wish to receive the annual International Tax Letter.
- I would like to receive the annual International Tax Letter for foreign securities. (Additional charges will apply. Please see your fee agreement.) 1,2

Note 1: For U.S. clients holding any foreign securities

Note 2: Any charges will be prorated and based on the fee schedule signed with AWM Custody, DBTCA.

List Additional recipients of tax summary letter and year end tax forms:

_____	_____	Name	_____
Name		Name	
_____	_____	Address	_____
Address		Address	

VI. REMITTANCE INSTRUCTIONS (choose one if desired or leave blank)

Transfer on the _____ of each month to DBTCA Checking Account No. _____

(choose one)

- \$ _____
- Balances of both Income and Principal
- Balances of Income only

OR

Remit on the _____ of each month

(choose one)

- \$ _____
- Balances of both Income and Principal
- Balances of Income only

To:

Bank Name: _____

Account Name: _____

ABA # or ACH #: _____

Account #: _____

VII. ACCESS TO DB INSIGHT (the "Service")

(choose one)

- DB InSight Standard includes access to financial and account information, research and product information. Paper statements and communications for all Custody Accounts will be mailed to the client.
- DB InSight with Online Statements includes access to financial and account information, research and product information. Paper statements for all accounts and communications regarding your Custody Accounts will NOT be mailed to the Client until the Bank receives a written direction from the Client to issue paper statements. (Please note that communications regarding Proxies and Corporate Actions will be mailed as instructed in section XI below.)

By checking one of the two boxes above you confirm that you have received, read and agree to comply with the Terms and Conditions for DB InSight attached as Annex B, as they may be amended from time to time. Before you allow a third party to access your Account via the Service, you agree to execute another authorization in a form the Bank specifies. You agree that this paragraph will apply to all your use of the Service, not just use related to services under this Agreement. This paragraph will survive termination of this Agreement and continue for as long as you have any account relationship with the Bank or the Bank revokes your ability to use the Service.

If you checked one of the two boxes above, please provide the following for each account owner requesting access:

E-mail Address: _____ Secret Code: _____

For additional security when calling the Bank's helpdesk, each authorized person must supply a secret code to be used when the authorized person calls the helpdesk.

- You do not wish to use the DB InSight service.

PLEASE COMPLETE ANNEX C TO GIVE DB INSIGHT ACCESS TO THIRD PARTIES OTHER THAN THE ACCOUNT OWNER(S).

VIII. IDENTIFIED ADVISOR

For purposes of this agreement the term "Advisor" shall be defined as any agent or intermediary identified by you below.

Please Name Advisor: _____

Address of Advisor: _____

Telephone Number of Advisor: _____

FAX Number: _____

E-mail Address: _____

Choose one:

- You direct the Bank to act on instructions of such Advisor to ONLY

Please check all that apply:

- 1. purchase or sell Property as defined in the "Our Services" section for your account(s) and/or
- 2. move money between account(s) within DBTCA, including deposit accounts, held in your name and with the same tax ID;
- 3. follow Instructions on Schedule A to Worldwide Custody Account Agreement

OR

By checking and signing next to the box below you grant FULL AUTHORITY to the Advisor named above. The Bank will follow ALL instructions regarding your Custody Account(s) and the Property and assets in the Custody Account(s) submitted by your Advisor without limitations.

- Signature: _____

Note: The Bank will not accept more than one Advisor per Custody Account. In the event that you have multiple Advisors then a separate Custody Account must be opened for each Advisor. This Custody Agreement will apply to each Custody Account. For relationships with multiple Advisors, please list the Advisor and any limitations of their authority in the form of an attachment to this Agreement.

You have appointed your Advisor with power and authority to take actions or to give instructions to the Bank on your behalf as indicated above. You agree that the Bank will be fully protected when the Bank follows instructions from your Advisor and/or designated representatives under their employ (complete Annex A or your Advisor should provide a signatory list on the Advisor's letterhead if applicable) and you do not expect the Bank to question them. You authorize the Bank to enter into arrangements to allow your Advisor to send the Bank instructions electronically, including through an "institutional delivery system." You authorize the Bank to act on such instructions and agree to hold the Bank harmless for any action the Bank takes or omits in reliance on them, even if the instructions are erroneous or unauthorized.

You have sole responsibility for your arrangement with your Advisor. You will notify the Bank promptly, in writing, if you end your arrangement with your Advisor or appoint a new Advisor. The Bank shall be afforded a reasonable opportunity to act on any updates to the Advisor.

IX. YOUR ADVISOR'S FEES: (choose one)

- You authorize us to pay the invoices submitted to the Bank by your Advisor for its services out of the Property. You will review these charges for accuracy and raise any questions you have about the fees with your Advisor. The Bank will continue to pay your Advisor's fees until you give the Bank written notice to stop.

OR

- You do not authorize the Bank to charge your Account(s) for your Advisor's fees.

X. STATEMENTS

The Bank will provide you, your Advisor and any person you designate below, with a written statement of all transactions for your Account(s) each month (the "Account Statement"). If you have objections to an Account Statement, you will provide them to the Bank in writing within thirty (30) days after the date of the Account Statement. If you do not do so, it will be agreed that you have no objections to the Account Statement. On your Account Statements, the Bank may, but is not required to, provide prices or values for securities or other Property in your Account(s). You acknowledge that prices or values for the Property may be unavailable or, if available, unreliable. When the Bank includes values for the Property on your Account Statements, the Bank will obtain them from one or more publicly available sources but the Bank will not guarantee their accuracy or reliability. You acknowledge that the prices or values the Bank shows on your Account Statements may not reflect the current market price or fair value of the Property. You agree that the Bank has no obligation to solicit bids or offers, indications of prices or values or appraisals for the Property and that the Bank is not responsible for the accuracy of any price or value information the Bank provides you.

List additional recipients of statement:

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
_____	_____

XI. PROXIES AND CORPORATE ACTIONS

Proxies (choose one)

The mailing address of Account(s) will be the default address unless otherwise indicated below

Forward all proxies to mailing address for Account(s)

OR

Forward all proxies to Advisor

Corporate Actions (choose one)

The mailing address of Account(s) will be the default address unless otherwise indicated below

Forward all Corporate Actions to fax number, E-mail or mailing address for Account(s)

OR

Forward all Corporate Actions to Advisor

JOINT ACCOUNT

If this is a Joint Account with Rights of Survivorship, you understand that (1) you will share ownership of the Property while you are alive, (2) either of you, acting alone, may withdraw some or all of the Property from the Account, (3) either of you may give us instructions which we will follow without obtaining the consent of or notifying the other owner, and (4) we may terminate the Account upon the request of just one Account owner. If this is a Joint Account held as Tenants in Common and if one party wants to withdraw more than one-half the value in the Account, we may require the consent of the other Account holder. We may be required to release Property to satisfy a judgment against or the debt of any one owner of the Account.

OUR SERVICES

As Custodian, the Bank will keep and protect, in the same manner as the Bank keeps and protects its own similar property, the securities, cash or other financial assets you deposit in your Account(s) and any dividends, interest or other distributions received on those assets or from their sale or other disposition (collectively, the "Property").

Upon instructions from you or your Advisor, the Bank will buy or sell, for your Account and at your sole risk, securities or other financial instruments and any foreign currency needed to complete these transactions. The Bank may charge transaction costs, including commissions, to your Account unless you or your Advisor gives the Bank different instructions. The Bank may effect orders to buy or sell securities, other financial instruments or foreign currency for your Account in any commercially reasonable manner the Bank deems appropriate. The Bank may select, in the Bank's sole discretion, the brokers, dealers, counterparties or other intermediaries the Bank uses, including itself or its affiliates. When the Bank buys or sells foreign currency for your Account, the Bank or an affiliate may act as principal or counterparty on the other side of the transaction from you. You agree that the Bank or its affiliates are entitled to charge you the fees or other compensation the Bank customarily receives when the Bank engages in similar transactions with third parties. The Bank may receive remuneration from outside parties. Upon your written request the Bank will provide you with information regarding the source and amount of any remuneration.

The Bank may decline to execute or settle a purchase order if the Bank is not satisfied, in the Bank's sole judgment, that you will have sufficient available funds or credit in your Account and in the required currency to pay for the transaction when payment is due. You agree to indemnify and hold the Bank harmless for any losses, costs or expenses the Bank incurs if you fail to furnish immediately available funds when required to pay for your transactions and expenses.

If you ask the Bank to list assets on your Account statements that you hold at another location, the Bank will not be responsible for (i) protecting those assets as custodian, or (ii) confirming that the assets exist or determining their fair market value. The Bank may indicate on your Account statements that these assets are held elsewhere and that the Bank cannot verify their existence or value.

The Bank's affiliates include the Bank's parent company, Deutsche Bank AG ("Deutsche Bank"), Deutsche Bank Securities Inc. (DBSI), Deutsche Bank Trust Company N.A. (DBTCNA), Deutsche Bank National Trust Company (DBNTC) and other subsidiaries of Deutsche Bank. Most of the Bank's affiliates are: i) not banks, ii) separately incorporated, and (iii) solely responsible for their own obligations. The Bank does not guarantee their obligations nor does any other bank.

SCOPE OF OUR RESPONSIBILITIES

The Bank's sole responsibility, unless the Bank expressly agrees otherwise, is to receive, keep and protect the Property as custodian, to maintain financial assets [within the meaning of the New York Uniform Commercial Code (NY UCC)] in the Account as security entitlements in your favor, and to provide the execution services, as described in this Agreement.

You will make your own investment decisions for the Account, based on information you obtain on your own or the advice of your Advisor or other professional advisors and experts you select. The Bank is not responsible for advising you about securities or other investments and you will not rely on any advice or information you receive from the Bank in making your investment decisions. The Bank also is not responsible for determining the suitability of any investment for you or the merits of any investment you make for the Account, regardless of any information the Bank has about you or the investment or its issuer. In addition, the Bank does not provide legal, tax or accounting advice.

CASH MANAGEMENT AUTHORIZATION

Unless you give the Bank other instructions, the Bank will place your Account's U.S. dollar cash balances in a Money Market Deposit Account with DBTCA or one of its affiliates. Although the Bank will not be obligated to do so, if you have cash balances in other currencies, the Bank will seek to place those cash balances in an interest bearing account, if permitted by applicable law, in the countries where the balances are held. The Bank will deduct from any interest earned on non-U.S. dollar cash balances commercially reasonable fees to cover the Bank's administrative, placement and posting expenses. Upon request, the Bank will provide specific information about these fees. Please see "Annex D" for FDIC Disclosure regarding accounts subject to an automated sweep arrangement.

COLLECTIONS

You authorize the Bank to collect all interest, dividends, proceeds of sales and other monies due and collectible with respect to the Property and direct the Bank to credit the collections to your Account or to remit them to you as instructed. Where adequate financial information is not readily available about securities in your Account or with respect to securities as to which a default has occurred, the Bank will be responsible for safekeeping only and not for keeping track of dividends or coupon payments, redemptions, exchanges, rights offerings or other similar matters affecting the securities. Securities in this category generally include, but are not limited to, those acquired in private placement transactions, securities of foreign private issuers not registered under the Securities Exchange Act of 1934 and securities not traded on a U.S. national securities exchange.

In addition, the Bank will not collect or deliver to you any rights, securities or scrip, or any document, or assist you in exercising any rights or taking other actions, if the Bank decides, in its sole discretion, that to do so would be (a) unreasonably burdensome or costly, or (b) contrary to applicable laws or rules.

REINVESTMENT INSTRUCTIONS

Unless otherwise specified herein or in separate written instructions, all interest, dividends, or other earnings and proceeds received by the Bank in connection with the Property will be credited to one of your cash accounts as instructed in the Cash Management Authorization Form or placed in your Money Market Deposit Account with DBTCA or one of its affiliates.

SUBCUSTODIANS

You authorize the Bank to keep the Property or any part of it in one or more of the Bank's branches or in custody accounts the Bank establishes with one or more subcustodians. The Bank may use as subcustodians other financial intermediaries, including the Bank's affiliates, branches of other U.S. banks, foreign banks, trust companies, brokers, dealers, securities depositories or clearing agencies. You authorize the Bank to deduct from your Account the charges of any subcustodian or subdepository relating to your Property or the Bank may bill you directly for subcustodian or subdepository fees.

CORPORATE ACTIONS

The Bank is not required to exercise rights or make elections with respect to exchange or conversion of securities ("Corporate Actions") in the Account. The Bank will submit all Corporate Actions that the Bank receives for your Account to you or your Advisor as previously selected by you herein. The Bank will not provide any investment advice regarding these notifications; nor will the Bank independently make an election for any Corporate Action for your Account. It is the sole responsibility of you or your Advisor to issue specific instructions in a timely manner regarding all Corporate Actions the Bank sends for your Account.

PROXIES

The Bank is not required to vote proxies, exercise rights or make elections with respect to the Property. When the Bank receives proxies or related mailings with respect to the Property, the Bank's sole responsibility will be to send it to you by regular first class mail at the address indicated below or your Advisor as previously selected by you herein, at your sole risk and expense. Communications received by a subcustodian will not be considered received by the Bank until actually delivered to the Bank.

TELEPHONE, E-MAIL OR FAX INSTRUCTIONS

From time to time you may give the Bank instructions with respect to the transfer of all or part of the Property or for the sale or purchase of securities in the Account by telephone, facsimile or e-mail (collectively referred to herein as "Verbal Instructions"). It is understood that the risk of Verbal Instructions being given by person or persons purported to be you is your own. You agree to indemnify and hold harmless DBTCA for any claims, losses, expenses, costs and attorneys' fees (and their reasonable expenses) resulting from DBTCA's acting upon misunderstood and/or unauthorized Verbal Instructions. You understand that over certain dollar levels, DBTCA may, but shall not be required to, seek verification of your Verbal Instructions by calling you to confirm such Verbal Instructions. In case of doubt, DBTCA may in its sole discretion refuse to execute your Verbal Instructions or any part thereof, without incurring any liability. The Bank is under no obligation to execute your telephone, facsimile or e-mail instructions to transfer all or part of the Property, or funds or securities to any account(s) other than the Accounts referenced herein without your original written instructions.

TRANSACTIONS IN YOUR ACCOUNT

You agree, represent and warrant that all transactions in your Account will comply with all laws, regulations and other legal and regulatory requirements that are applicable to you, and that you will not use the Account to engage, directly or indirectly, in any transactions or activities that are improper or unlawful. Without limiting the foregoing, you agree that you will not engage in any sales of securities unless registered (or subject to an exemption from registration) under the Securities Act of 1933, insider trading, market timing, free-riding and withholding, or manipulative or deceptive transactions, acts, practices or courses of conduct, in your Account. If the Bank, in its sole judgment, determines that the Account is being used for any purposes or activities that may be inconsistent with the agreements, representations and warranties made by you in this paragraph, the Bank may, without any liability to you, take one or more of the following actions: (i) decline to execute one or more transactions instructed by you, (ii) temporarily freeze all transactions or funds in your Account, (iii) close your Account, or (iv) refer the transactions or activities in question to relevant regulatory or law enforcement authorities. You agree to indemnify and hold the Bank harmless for any losses, costs or expenses the Bank incurs (i) if you breach any of the agreements, representations and warranties made by you in this paragraph, or (ii) for any actions that the Bank takes hereunder other than losses, costs or expenses resulting from the Bank's gross negligence or willful misconduct.

INSTRUCTIONS FROM BROKER-DEALERS

You also direct the Bank to act for your Account on instructions or confirmations from broker-dealers engaged by you or your Advisor. In some cases, you will identify the broker-dealer to the Bank in advance or give the Bank evidence that you engaged the broker or dealer. Where you do not do so, the Bank's receipt (by electronic or other means) of confirmation of a purchase or sale that requires the Bank to pay funds, deliver securities or take other action for your Account will be deemed an "instruction" to the Bank from you if the confirmation properly identifies your Account number, and the Bank will be authorized to make payment from or take delivery for your Account without consulting or receiving

further instructions from you. The Bank will have no obligation to review any transaction made or Property received on the instructions of such broker-dealers or broker-dealers engaged by your Advisor. The person giving the Bank the instructions shall have sole responsibility for ensuring that it does not violate applicable laws, rules or orders that apply to you or your Account. The Bank may from time to time consult with legal counsel and will be fully protected in acting upon the advice of counsel.

REGISTRATION

The Bank may hold your Property in certificate or book entry form, in your name, the Bank's name or the name of any affiliate, subcustodian or nominee or with a subcustodian, securities depository or clearing system in an account for the Bank's customers or the subcustodian's customers, as permitted by law and, where applicable, subject to the rules of the securities depository or clearing system.

SHARES AWAITING REGISTRATION

From time to time, you may purchase shares that are not yet electronically registered with a central securities depository as of the date of the purchase (the "Shares"). In such cases, you will deliver or cause to be delivered to the Bank one or more physical certificate(s) for such Shares (the "Certificate(s)"). Upon receipt of such Certificate(s), and once such Certificates are eligible for registration, the Bank will cause the underlying Shares to be deposited with the appropriate central securities depository for electronic registration. You acknowledge that Shares are not registered in the central securities depository until you receive an e-mail confirmation of registration from the Bank. You represent and agree that once Shares have been submitted for registration, you will not sell Shares or direct anyone else (including any third-party broker) to sell Shares ("Sell Orders") for your Account until you receive this email confirmation.

CERTAIN AUTHORIZATIONS

You authorize the Bank to execute in your name all endorsements and assignments relating to the Property and all ownership or other certificates the Bank may need to obtain payment of income or principal with respect to the Property. Although the Bank is not required to do so, you authorize the Bank to pay on your behalf from the Property or your other assets that the Bank holds all taxes or similar levies imposed by any government authority. You agree to cooperate with the Bank by providing information, executing documents or otherwise when the Bank asks you to do so in connection with the payment of such taxes or levies.

COMMUNICATIONS

All communications to you will be sent to the mailing address below your signature at the end of this Agreement.

DISCLOSURE OF INFORMATION

You authorize the Bank to share information about you and your Account(s) with the Bank's affiliates as set forth in Annex E. You specifically direct the Bank not to disclose your name, address or the amount of securities you beneficially own to any issuer. However, you agree that the Bank may make disclosures that the Bank believes are required by applicable law and regulations, including disclosure of information about you and your Account(s) to any government agency or self-regulatory body on request, without further consent or notice to you.

FEES, COSTS AND EXPENSES

For the Bank's services under this Agreement, you will pay the Bank a monthly fee at the rate on the Bank's fee schedule then in effect or as agreed in a separate writing signed by you and the Bank. The Bank's fee will be based on the sum of the cash and the market value of the Property as of the end of the prior month. The Bank will also be entitled to receive applicable transaction fees in addition to the monthly fee. Absent readily ascertainable market prices, the Bank will value the Property at its fair value determined by the Bank in the Bank's sole discretion using methods customarily and consistently followed. Unless otherwise agreed in writing, the Bank's fee will be payable monthly in arrears. Fees for less than a full month will be prorated.

PAYMENT OF FEE

The Bank will deduct its fees, costs and expenses the Bank incurs for you from the cash portion of your Account unless otherwise agreed upon in writing signed by you and the Bank.

TERMINATION

You or the Bank can end this Agreement on thirty (30) days written notice to the other for any reason. Either you or the Bank can end this Agreement immediately if the other breaches any provision, representation or warranty in this Agreement. All provisions of this Agreement will survive termination except that your obligation to pay the Bank's fees will be limited to fees accrued through the later of the effective date of termination or the date transfer of the Property to you or the successor custodian you select is completed. On notice of termination, you and the Bank agree to cooperate fully and take all actions necessary to permit an orderly transfer of the Property to you or your successor custodian.

LIABILITY AND INDEMNIFICATION

You agree that the Bank, the Bank's parent, subsidiaries, affiliates, employees, agents and the Bank's nominees (collectively referred to in this section as the "Bank") will not be responsible for, and you will indemnify and hold the Bank harmless against, any Liabilities (as defined below) resulting from:

1. any decline in value of the Property in your Account(s) that is not caused by the Bank's gross negligence, willful misconduct or breach of an express undertaking in this Agreement;
2. any act, omission or insolvency by you or your attorneys, agents, custodians, receivers, successors or Advisors;
3. any act or omission by government authorities, including, without limitation, nationalization, expropriation or currency restrictions; acts of war, terrorism, insurrection or revolution; strikes or work stoppages; the inability of a local clearing and settlement system to settle transactions for reasons beyond the Bank's control; or acts of God;
4. any act or omission by any subcustodian, subdepository or broker-dealer or the insolvency, bankruptcy or similar event affecting any subcustodian, subdepository or broker-dealer, except to the extent that the Liability is due to the Bank's gross negligence or willful misconduct in selecting the subcustodian, subdepository or broker-dealer;
5. taxes, fines or government charges other than those resulting from the Bank's gross negligence, willful misconduct or breach of an express undertaking in this Agreement;
6. any act, omission, lack of authority or incapacity of any broker-dealer, or any Advisor;
7. Sell Orders for your Account prior to the registration of Shares with DTC and transfer agent that may result in an inability to deliver the Shares to their buyer on settlement date or for transactions settled by the Bank while your Shares are pending legal transfer at the transfer agent; or
8. any causes other than the Bank's gross negligence or willful misconduct or breach of an express undertaking in this Agreement.

In no event shall the Bank be liable for consequential, special or punitive damages.

In the event of any dispute or conflicting claims by any person or persons with respect to the Securities or other Property held in the Account, the Bank shall be entitled to refuse to act until either: (i) such dispute or conflicting claim shall have been finally determined by a court of competent jurisdiction or settled by agreement between conflicting parties, and the Bank shall have received written evidence satisfactory to it of such determination or agreement or (ii) the Bank shall have received an indemnity, security or both, satisfactory to it and sufficient to hold it harmless from and against any and all Liabilities that the Bank may incur as a result of taking such action.

As used in this provision, "Liabilities" means all taxes, charges, claims, fees, damages, actions, losses and liabilities, including, without limitation, all fees and disbursements of counsel, court costs and any other costs or expenses incurred in connection with any dispute, controversy or proceeding whether you or your successors, receivers, administrators or assignees are parties to the matter.

You authorize the Bank to charge your Account for all items for which you must indemnify the Bank. Any Property, together with property in any other account you have with the Bank, shall be security for your obligations to the Bank under this Agreement and for any loans, overdrafts or other credit extended to you. You pledge all such property to the Bank and grant the Bank a continuing lien to secure your obligations under this Agreement, which will include any obligation incurred by the Bank to any subcustodian or subdepository employed for the Account. Your pledge and the Bank's security interest shall remain in effect until the Bank receives full payment for all of your obligations. You agree to promptly take such actions as the Bank reasonably requests from time to time to perfect or maintain your pledge and the Bank's lien and security interest as a valid, perfected, first priority interest in the Property. You will not permit your Account(s) or the Property to be subject to any other pledge or security interest without the Bank's prior written consent.

SPECIAL PURCHASES FOR THE ACCOUNT

If you direct the Bank to buy shares or other interests in mutual funds or other pooled investment vehicles sponsored, managed or advised by the Bank or any affiliate, your purchase order will be acknowledgement that you have received the prospectus or offering materials for each such fund or vehicle. You agree that the Bank or its affiliates are entitled to the compensation described in the prospectus or offering circular for services the Bank provides to the fund or other vehicle in addition to the fees you pay the Bank for services under this Agreement. You will pay all amounts payable by you under this Agreement in New York in U.S. dollars (or such other currency as the Bank requires, in the case of Property denominated or traded in another currency) without any deductions, withholdings, set-offs or counterclaims, and free and clear of all taxes or withholding. If the Bank is required by law to withhold any tax or other amount, you will pay the Bank the additional amounts required to be withheld.

MISCELLANEOUS

You represent, warrant and agree that (a) this Agreement and your obligations under it, and (b) your purchase, ownership or sale of all securities and other Property, do and will at all times constitute, your legal, valid and binding obligations, enforceable according to their terms, and you agree to perform all your obligations in compliance with all applicable laws, rules and administrative guidance.

You agree to let the Bank know promptly in writing if at any time you could not make this representation and warranty or perform your obligations under this Agreement.

You agree that any action the Bank, its nominees or subcustodians take before termination of this Agreement and final distribution of the Property in your Account or on instructions from any broker-dealer or advisor that you have designated as having authority to give the Bank instructions and before the Bank receives written notice that you have terminated the authority of that broker or advisor, shall be binding on you and your successors.

GOVERNING LAW; JURISDICTION; JURY WAIVER

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, and the parties hereto acknowledge and agree that, for purposes of the New York Uniform Commercial Code and for all other purposes, the Account is located in and shall be governed by the laws of the State of New York. You hereby submit to the personal jurisdiction of the courts of the State of New York and of the Federal district courts sitting in New York City with respect to any action, claim or proceeding arising out of or pertaining to this Agreement or the matters or transactions referred to herein or contemplated hereby (any such action, claim or proceeding being a "Related Proceeding"). Each of the parties to this Agreement hereby irrevocably waives any defense (against the jurisdiction of any of such courts in any Related Proceeding) based on venue or on the ground that such court constitutes an inconvenient forum. Without affecting the Bank's right to serve legal process on you in any manner permitted under applicable law, you hereby irrevocably consent to the service of process in any Related Proceeding by the mailing of copies of such process to you at the last address in the Bank's records for you. You and the Bank irrevocably agree that a final judgment issued in any Related Proceeding in any of the New York or Federal courts referred to above may be enforced in any jurisdiction by suit on the judgment or in any other manner provided by law.

You and the Bank hereby voluntarily, knowingly and irrevocably waive any right to jury trial in any Related Proceeding, and each of us hereby acknowledges that no representative of ours has expressly or impliedly represented that the Bank would not or might not enforce this jury waiver. Each of us hereby acknowledges that this jury waiver is a material inducement for us to enter into this Agreement.

In the event of any legal proceedings between the parties, the parties agree that photocopies or facsimile copies of this Agreement, including of the signed signature pages, shall be as effective as originals.

BINDING EFFECT; SEVERABILITY; WAIVER; AMBIGUITY

This Agreement shall be binding upon each of us and the Bank's successors and assigns. If any provision of this Agreement at any time is unenforceable under the law or regulations of any relevant jurisdiction, such provision shall be deemed rescinded or modified to the extent required in such jurisdiction, without affecting the applicability and enforceability of the remainder of this Agreement (and without affecting such provision or its enforceability in any other jurisdiction). The Bank's failure to insist at any time upon your strict compliance with this Agreement, or any continued course of such conduct on your part, shall not constitute a waiver of any of the Bank's rights or remedies hereunder. No ambiguity in this Agreement shall be construed against the Bank by reason of the Bank's (or the Bank's counsel's) drafting this Agreement.

CONFIRMATION OF TAX AND COMPLIANCE RESPONSIBILITIES

You confirm that it is your responsibility to fulfill all tax obligations and any other regulatory reporting duties applicable to you in any relevant jurisdictions that may arise in connection with assets, income or transactions in the Account and your business relationship with the Bank. Furthermore, you confirm that the necessary information (to the best of your knowledge and capabilities) is made available no less than annually to the relevant beneficial owner(s), settlor(s), beneficiary(ies), partner(s), etc. to enable him/her/them to fulfill any respective tax obligations that may arise for him/her/them in connection with your business relationship with the Bank.

ASSIGNMENTS

This Agreement may not be assigned by either you or the Bank without the consent of the other, except that the Bank may assign this agreement, in whole or in part, to an affiliate, subsidiary or successor by merger. The Bank will notify you of any assignment at your address set forth below, and the Bank's affiliate, subsidiary or successor will succeed to all of the powers, responsibilities, rights and protections granted to the Bank by this Agreement.

CUSTOMER IDENTIFICATION NOTICE

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who establishes an account, investment or other business relationship with a financial institution. This means that we will ask for your name, address, and other information that will allow us to identify you. We may also ask to see identifying documents such as a certificate of formation or good standing (legal entities) or a passport or other photo identification (individuals).

3RD EU NOTICE

Governmental rules have also broadened the scope of our firm's obligations to aid in the fight against money laundering and terrorist financing; these rules call for an active involvement of both asset management firms and their clients. For new and existing clients we currently have a legal obligation to ask our customers questions regarding their identities, addresses, source of funds and, if necessary, legal representatives, authorized signatories, beneficial owners or control structures and to collect requisite documentation to substantiate the information. Also, enhanced anti-money laundering requirements require that should any of the above personal or institutional information change, our clients would be obliged to immediately notify us of the change(s) and provide us with relevant documentation to verify these changes.

CERTIFICATION

You acknowledge that your Account is not a deposit with DBTCA and is not an obligation of or guaranteed by DBTCA, or its parent, subsidiaries or affiliates or by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Specific investments and/or cash deposits held for your Account by DBTCA or any of its affiliates, subsidiaries, any other subcustodian or subdepository may not be obligations of or guaranteed by Deutsche Bank AG, its affiliates or subsidiaries or by the FDIC or any other governmental agency. The assets in your Account(s) are subject to investment and credit risk, including possible loss of all or part of the principal you invested.

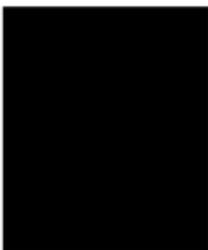
Agreed and accepted:

Signature
Jeffrey Epstein
Print Name
6100 Red Hook Quarter, B3
Mailing Address
St. Thomas, USVI 00802

Signature
Print Name
Mailing Address

Residential Address (if different from Mailing)

Residential Address (if different from Mailing)



Home Number

Work Number

Cell Number

Fax Number
jeevacation@gmail.com
E-mail Address

Fax Number
E-mail Address

Reviewed by: *Arthur Tendler*
DB Officer Signature
Arthur Tendler, VP
Deutsche Bank - AWM Custody
60 Wall Street, Floor 27
Print Name
New York, NY 10005
(212) 250-0925

DB Entity
4/9/14
Date

Deutsche Bank Trust Company Americas
Accepted by: *Barry Morris*
Signature
Barry Morris, Managing Director
Deutsche Bank - AWM Custody
60 Wall Street, Floor 27
Print Name
New York, NY 10005
(212) 250-0936
4/9/14
Date

Josh Rosen
Signature
Josh Rosen, Director
Deutsche Bank - AWM Custody
60 Wall Street, Floor 27
Print Name
New York, NY 10005
(212) 250-0962
4/9/14
Date



WorldWide Custody Agreement Cash Management Authorization for USD Investors

The undersigned directs Deutsche Bank Trust Company Americas to invest principal and income balances automatically in the shares of the mutual fund (hereafter the "Fund"), if any, checked below. The purchase price of the Fund will be the net asset value per share next determined after a purchase order is entered with the Fund. A purchase order will not be effective until available cash balances or cash in the form of Federal funds become available to the Fund. You may, without charge, advance monies to the Fund on our behalf to enable us to purchase Fund Shares and earn Fund dividends prior to final collection of checks deposited to my Account. It is understood, therefore, that you may reasonably withhold access to the redemption proceeds of Fund shares purchased with monies so advanced until you are satisfied that any and all checks deposited to the Account have been collected. Shares of the Fund will be redeemed at their net asset value upon my specific request in accordance with the terms set forth in the Fund's prospectus as amended from time to time, and the undersigned agrees that such shares shall automatically be redeemed to satisfied any transactions or overdrafts in this Account.

The undersigned has received a copy of the Fund's prospectus, which contains a more complete description of the Fund expenses and its operations. I acknowledge that Deutsche Asset Management, Inc. (DeAM, Inc.) and Deutsche Investment Management Americas Inc. (DeIM), or any other affiliated company of Deutsche Bank Trust Company Americas, will act as investment manager and shareholder servicing agent for the Deutsche Asset Management Funds. Deutsche Bank Trust Company Americas also acts as shareholder servicing agent for the Blackrock Provident and Reich & Tang Funds. Deutsche Bank Trust Company Americas or an affiliated company will receive compensation for so acting as outlined in each prospectus. We understand that mutual funds are not a deposit or other obligation of or guaranteed by Deutsche Bank Trust Company Americas or any of its affiliates, the FDIC or any other governmental agency. Such investments are subject to investment risk, including possible loss of principal invested.

**** SELECT ONLY ONE FUND PER ACCOUNT ****

For clients with > \$50 million in custody assets at Deutsche Bank

Taxable Funds advised by DeAM, Inc.

- Deutsche Cash Management Fund Institutional (541) (BICXX) (29)
- Cash Reserve Prime Series Institutional (311) (ABPXX) (28)
- DWS Gov't Cash Institutional Shares (250) (DBBXX) (43)
- DWS Money Market Series Managed Shares (2023) (MCAXX) (17)
- ICT Treasury Portfolio Institutional Shares (43) (ICTXX) (30)

Taxable Fund Managed by DeIM

- DWS Money Market Series : Institutional Shares (2403) (ICAXX) (36)

Tax-exempt Funds managed by DeAM, Inc.

- Deutsche NY Tax Free Fund - Investment (844) (BNYXX) (20)
- Deutsche Tax Free Fund - Investment (839) (BTXXX) (31)
- DWS Tax-Exempt Cash Institutional Shares (148) (SCIXX) (16)

Offshore Fund managed by DeAM, Inc. (For Offshore Clients Only)

- Managed Dollar Institutional Fund (581) (DEUMADI) (32)

Funds not advised by DeAM, Inc. or DeIM

- California Daily Tax Free Income Fund, Inc. (850) (CFDXX) (25) *
- Treasury Trust Dollar Class (63) Shares (845) (23)**

* Managed by Reich & Tang

** Managed by Blackrock Provident Institutional Funds

Account Name: Jeffrey Epstein

Signature: [Signature] Jeffrey Epstein
Print

4/1/14
Date

Signature: _____ Print

ACCEPTED: DEUTSCHE BANK TRUST COMPANY AMERICAS

By: [Signature]

Date: 4/9/14

NAOSOD00000000-000000000

SDNY_GM_00037760

Cash Management - Institutional 12/17/10

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Jeffrey E. Epstein

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
6100 Red Hook Quarter B3

City, state, and ZIP code
St. Thomas, U.S.V.I. 00802

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[Redacted]

Employer identification number
[Redacted]

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 8/27/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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DB-SDNY-0000585

EFTA_00148370

US ONSHORE CUSTODY FEE EXCEPTION FORM

Relationship/Account Name: Southern Financial Relationship

Account Number(s): _____

Negotiated Custody Fee: Waived

Estimated Total Assets within Bank: \$ 220,000,000.00 _____

<u>Product Custody</u>	<u>Assets by Product</u>	<u>Revenue by Product</u>
KCP	~\$175,000,000	
Banking	~\$45,000,000	
Lending		
PMIS		

Private Banker/Client Advisor: Paul Morris

Office: New York

Date of Request: April 8, 2014

Reason exception is being requested:
Only holding cash

The above-mentioned parties have agreed to the following fee schedule (see attached).

International Custody:	Domestic Custody:
<u>Authorized Signers:</u> (Carsten Kahl) Barry Morris, Managing Director Deutsche Bank - AWM Custody 60 Wall Street, Floor 27 New York, NY 10005 	<u>Authorized Signers:</u> <u>Julie Cataudella for Kim Hart</u> (Private Bankers – Chip Packard, Michael Davis or Kim Hart; Investment Management – Benjamin Pace; Alex Brown – Haig Ariyan)
Custody Product Mgmt (Barry Morris or Josh Rosen)	Custody Product Mgmt (Barry Morris or Josh Rosen)

For internal use only

SDNY_GM_00037762

DB-SDNY-0000586

EFTA_00148371

Private Wealth Management
Deutsche Bank

Durable General Power of Attorney
New York Statutory Short Form

The powers you grant below continue to be effective should you become disabled or incompetent:

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," you give the person who you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "IMPORTANT INFORMATION FOR THE AGENT" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institution where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

DESIGNATION OF AGENT(S):

I, Jeffrey Epstein, 6100 Red Hook Quarter B3, St. Thomas, USVI 00802, hereby appoint:

(Insert your name and address)

Darren Indyke, 2 Kean Court, Livingston, NJ 07039, as my agent(s)

(Insert name(s) and address(es) of agent(s))

If you designate more than one agent above, they must act TOGETHER unless you INITIAL the statement below.

 My agents may act SEPARATELY.

DESIGNATION OF SUCCESSOR AGENT(S): (OPTIONAL)

If every agent designated above is unable or unwilling to serve, I appoint as my successor agent(s):

(Insert name(s) and address(es) of successor agent(s))

Successor agents designated above must act TOGETHER unless you INITIAL the statement below.

 My successor agents may act SEPARATELY.



NAOS0D00016485-000113791

This POWER OR ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "MODIFICATIONS."

This POWER OF ATTORNEY REVOKES any and all prior Powers of Attorney executed by me unless I have stated otherwise below, under "MODIFICATIONS."

If you are NOT revoking your prior Powers of Attorney, and if you are granting the same authority in two or more Powers of Attorney, you must also indicate under "MODIFICATIONS" whether the agents given these powers are to act together or separately.

GRANT OF AUTHORITY:

(DIRECTIONS: To grant your agent some or all of the authority below, either (1) INITIAL the line to the left of each authority you grant, or (2) write or type the letters for each authority you grant on the blank line at (P), and INITIAL the line to the left of each authority you grant at (P). If you INITIAL (P), AND enter the desired letters from (A) through (O) you do not need to INITIAL the other lines.)

I grant authority to my agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

- (A) real estate transactions;
- (B) chattel and goods transactions;
- (C) bond, share, and commodity transactions
- (D) banking transactions
- (E) business operating transactions;
- (F) insurance transactions;
- (G) estate transactions;
- (H) claims and litigation;
- (I) personal and family maintenance;
- (J) benefits from governmental programs or civil or military service;
- (K) health care billing and payment matters; records, reports, and statements;
- (L) retirement benefit transactions;
- (M) tax matters;
- (N) all other matters;
- (O) full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;

(P) EACH of the matters identified by the following letters: A-O

(You need not INITIAL the other lines if you initial line (P) AND enter the desired letters from (A) through (O)).

MODIFICATIONS:

The following modifications supplement the authority I have granted to my agent(s):

Grant of Authority:

1. Letter (C), "bond, share, and commodity transactions," under "GRANT OF AUTHORITY" shall be supplemented to include the following authority:
 - (i) opening and closing brokerage accounts in my name; and
 - (ii) providing trading instructions with respect to all assets in the brokerage accounts; and
 - (iii) withdrawing assets from, or depositing assets into, brokerage accounts.

2. Letter (D), "banking transactions," under "GRANT OF AUTHORITY" shall be supplemented to include the following authority:
 - (i) borrowing money on such terms and with such security as my attorney-in-fact may decide in his/her sole discretion and executing all promissory notes, security agreements, mortgages, and other instruments relating thereto; and
 - (ii) accessing safe deposit boxes or other places of safekeeping standing in my name alone or jointly with another and removing the contents and making additions thereto; and
 - (iii) opening and closing checking, savings, money market, and certificate of deposit accounts in my name and withdrawing funds from the foregoing or adding funds to the foregoing

Revocation:

1. Although this document revokes all powers of attorney I have previously executed, this document shall not revoke any powers of attorney previously executed by me for a specific or limited purpose, unless I have specified otherwise herein. It shall not revoke any power executed as part of a contract I signed or for the management of any bank or securities account. In order to revoke a prior power of attorney for a specific or limited purpose, I will execute a revocation specifically referring to the power to be revoked.
2. This power of attorney shall not be revoked by any subsequent power of attorney I may execute, unless such subsequent power specifically provides that it revokes this power by referring to the date of my execution of this document.
3. Whenever two or more powers of attorney are valid at the same time, the agents appointed on each shall act separately, unless specified differently in the documents.

Additional Modifications: (OPTIONAL)

In this section, you may make additional provisions, including language to limit or supplement authority granted to your agent.

However, you cannot use this MODIFICATIONS section to grant your agent authority to make major gifts or changes to interests in your property. If you wish to grant your agent such authority, you MUST complete the Statutory Major Gifts Rider.

I am not revoking my prior Power of Attorney granted to Darren K. Indyke pursuant to an instrument signed by me on June 6, 2013

MAJOR GIFTS AND OTHER TRANSFERS: STATUTORY MAJOR GIFTS RIDER (OPTIONAL)

In order to authorize your agent to make major gifts and other transfers of your property, you must INITIAL the statement below AND execute a Statutory Major Gifts Rider at the same time as this instrument. Initialing the statement below by itself does not authorize your agent to make major gifts and other transfers. The preparation of the Statutory Major Gifts Rider should be supervised by a lawyer.

(SMGR) I grant my agent authority to make major gifts and other transfers of my property, in accordance with the terms and conditions of the Statutory Major Gifts Rider that supplements this Power of Attorney.

DESIGNATION OF MONITOR(S): (OPTIONAL)

I designate the following as monitor(s):

(Insert name and address)

(Insert name and address)

Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the power of attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

COMPENSATION OF AGENT(S): (OPTIONAL)

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, INITIAL the statement below. If you wish to define "reasonable compensation," you may do so above, under "MODIFICATIONS."

My agent(s) shall be entitled to reasonable compensation for services rendered.

ACCEPTANCE BY THIRD PARTIES:

I agree to indemnify any third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

TERMINATION:

This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

SIGNATURE AND ACKNOWLEDGEMENT:

In Witness Whereof I have hereunto signed my name on the 13th day of March, 2014

(YOU SIGN HERE) _____
(Signature of Principal)

ACKNOWLEDGEMENT IN NEW YORK STATE

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

On the day of 13 in the year 2014 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)



ACKNOWLEDGEMENT OUTSIDE NEW YORK STATE

STATE OF NY)
COUNTY OF NY) ss.:

On the 13th day of March, in the year 2014, before me, the undersigned, personally appeared _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in

(Signature and office of the individual taking acknowledgement)



IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest.
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent or (Your Signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice. Liability of Agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

AGENT'S SIGNATURE AND ACKNOWLEDGEMENT OF APPOINTMENT:

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I/we, Jeffrey Epstein, 6100 Red Hook Quarter B3, St. Thomas, USVI, 00802
(Insert name(s) and addresses of agent(s))

Darren Indyke, 2 Kean Court, Livingston, NJ 07039
(Insert name(s) and addresses of agent(s))

have read the foregoing Power of Attorney.
I am/we are the person(s) identified therein as agent(s) for the principal named therein.
I/we acknowledge my/our legal responsibilities.

Agent(s) sign(s) here:

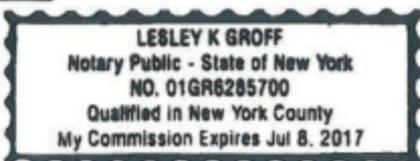
Signature: *Darren Indyke* Signature: _____
Name: Darren Indyke Name: _____

ACKNOWLEDGEMENT IN NEW YORK STATE

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

On the 15th day of March in the year 2014, before me, the undersigned, personally appeared Darren Indyke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lesley K Groff
(Signature and office of the individual taking acknowledgement)



Affidavit that Power of Attorney is in Full Force (Sign before a notary public)

being duly sworn, deposes and says:

1. The Principal of the attached Power of Attorney, dated March 13, 2014 (the "Power of Attorney"), did, in writing, appoint me as the Principal's true and lawful ATTORNEY(S)-IN-FACT in said Power of Attorney.
2. I do not have any actual knowledge or actual notice of the termination or revocation of the Power of Attorney, or notice of any facts indicating that the Power of Attorney has been terminated or revoked.
3. I do not have any actual knowledge or actual notice that the Power of Attorney has been modified in any way that would affect my ability to authorize or engage in the transaction, or knowledge or notice of any fact indicating that the Power of Attorney has been so modified.
4. If I was named as the successor agent, the prior agent is no longer able or willing to serve.
5. I make this affidavit for the purpose of inducing _____ (Insert Deutsche Bank entity) to accept delivery of the following instrument(s), as executed by me in my capacity as the ATTORNEY(S)-IN-FACT, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of the instrument(s) and in paying good and valuable consideration therefore.

I hereby certify under penalty of perjury that the foregoing is true and correct.

Signature: Darren Indyke Signature: _____
 Name: Darren Indyke Name: _____

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

Subscribed and sworn to before me this 13 day of March, 2014

Lesley K. Groff
 Notary Public

