



# Corporate Account Authorization and Terms and Conditions Officer's Certificate

Account Number: [REDACTED]

I, Darren Tudyke, the duly elected and acting Vice President

of J. Epstein Virgin Islands Foundation, Inc (the "Corporation") hereby certify that:

(1) The following resolutions were adopted by unanimous consent of the Board of Directors of the Corporation on the 13<sup>th</sup> day of September, 2013

RESOLVED, that any persons designated by the \_\_\_\_\_ of the Corporation are authorized on behalf of the Corporation to:

- (A) Open and maintain one or more brokerage account(s) for and in the name of the Corporation at Deutsche Bank Securities Inc. (referred to herein as "DBSI") (including any successor thereof);
- (B) Deposit, deliver, assign, withdraw and transfer funds, instruments and securities of any type;
- (C) Sell any securities owned by the Corporation;
- (D) Buy any securities in a cash account; and
- (E) Buy, sell and sell securities (including put and call options) short in a margin account; and (DELETE (E) IF INAPPLICABLE)
- (F) Execute all documents, and exercise and direct the exercise of all duties, rights, and powers, and take all actions necessary or appropriate to perform the powers enumerated above.

FURTHER RESOLVED, that the President of the Corporation shall certify in writing any changes in the powers, office or identity of those persons authorized to perform the powers enumerated above. DBSI may rely upon any such certificate of authority furnished by the Corporation until written certification of any change in authority shall have been received by DBSI. Any past action in accordance with this resolution is hereby ratified and confirmed. The powers enumerated above pertain to securities of any type now or hereafter held by the Corporation in its own right or in any fiduciary capacity. Powers previously certified by the Corporation shall not be affected by the dispatch or receipt of any other form of notice nor any change in the position with the Corporation held by any person so empowered. Any officer of the Corporation is hereby authorized to certify these resolutions to whom it may concern.

(2) Each of the following are authorized to perform the powers enumerated in the foregoing resolutions and by signing his or her name in this section 2 agrees on behalf of the Corporation to the Terms and Conditions attached hereto:  
(List name and corporate position)

|                                |                              |                    |                    |
|--------------------------------|------------------------------|--------------------|--------------------|
| <u>Jeffrey Epstein</u><br>Name | <u>President</u><br>Position | _____<br>Name      | _____<br>Position  |
| _____<br>Signature             | _____<br>Signature           | _____<br>Signature | _____<br>Signature |
| _____<br>Name                  | _____<br>Position            | _____<br>Name      | _____<br>Position  |
| _____<br>Signature             | _____<br>Signature           | _____<br>Signature | _____<br>Signature |

Deutsche Bank Securities Inc., a subsidiary of Deutsche Bank AG, conducts investment banking and securities activities in the United States.



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- (3) The Corporation is duly organized and existing under the laws of the State of US Virgin Islands and has the powers to take the actions authorized by the resolutions certified herein.
- (4) No action has been taken to rescind or amend said resolutions, and they are now in full force and effect.
- (5) No one other than the Corporation shall have any interest in any account opened and maintained in the name of the Corporation.
- (6) THE TERMS AND CONDITIONS ON THE NEXT TWO PAGES CONTAIN A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 11.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the Corporation this 13 day of September, 2013.

SEAL

Darren K. Judyke

Signature of Certifying Officer:

Darren Judyke

Name of Certifying Officer:

Vice President

Corporate Title of Certifying Officer:

Please note: A second certifying officer must sign if the first certifying officer is one of the persons listed in section 2.

\_\_\_\_\_  
Signature of Second Certifying Officer

\_\_\_\_\_  
Name of Second Certifying Officer

\_\_\_\_\_  
Corporate Title of Second Certifying Officer

IF THE CLIENT IS INCORPORATED OUTSIDE THE UNITED STATES, THE CLIENT MUST COMPLETE AND RETURN A FORM W-8 ALONG WITH THIS OFFICER'S CERTIFICATE.

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## Terms and Conditions Corporate Accounts

Deutsche Bank Securities Inc. (referred to herein as "DBSI") accepts the Account of the client described in the attached certificate (the "Client"). The term DBSI includes its affiliates, officers, directors, agents and employees. Client understands that Pershing LLC is the carrier of the Account as clearing broker pursuant to a clearing agreement with DBSI.

Deutsche Bank Securities Inc. is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" or "Deutsche Bank affiliates" means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank AG and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof, owned by the Client or in which the Client has an interest. These terms and conditions shall be construed in accordance with the laws of the State of New York and the United States, as amended.

By opening the Account, Client agrees to the following terms and conditions:

### 1. Confirmations, and Transmission of Instructions

Client agrees to notify DBSI in writing, within ten (10) days of sending Client a confirmation, of any objection Client has to any transaction in its Account. In the absence of such written notification, Client agrees that all transactions for its Account will be final and binding on it. Client understands that it is responsible for transmission of instructions to DBSI and that Client bears the risk of loss arising from the method of transmission that Client uses in the event of transmission errors, misunderstandings, impersonations, transmission by unauthorized persons or forgery. Client agrees to release and indemnify DBSI from any and all liability arising from the execution of transactions based on such instructions except if DBSI's gross negligence caused the transmission error.

### 2. Cash Account

With respect to the Account: (i) Client will make full cash payment on or before settlement date for each security purchased, unless funds sufficient therefor are already held in the Account; (ii) Client does not contemplate selling any security before it is paid for as provided in the preceding clause; (iii) Client will own each security sold at the time of sale and, unless such security is already held in the account, will promptly deliver such security thereto on or before settlement date; and (iv) Client will promptly make full cash payment of any amount that may become due in order to meet necessary requests for additional deposits or, with respect to any unused security purchased or sold, to mark to the market.

### 3. Short and Long Orders; Deliveries and Settlements

Client agrees that, in giving orders to sell, all "short" sales will be designated by it as "short" and all other sales will be designated by DBSI as "long." Client also agrees that DBSI may, at its discretion, immediately cover any short sales in the Account, without prior notice. In case of non-delivery of a security, DBSI is authorized to purchase the security to cover Client's position and charge any loss, commissions and fees to the Account. Client agrees that if DBSI fails to receive payment for securities Client has purchased, DBSI may, without prior demand or notice, sell those securities or other property held by DBSI in the Account and any less resulting therefrom will be charged to the Account. Client authorizes DBSI, at its discretion, to request and obtain extension(s) of Client's time to make payment for securities Client purchased, as provided for by Federal Reserve Bank Regulation T.

### 4. Liens

Client hereby grants to DBSI and its Affiliates a security interest in and lien upon all Securities and Other Property in the possession or control of DBSI, any of its Affiliates or Pershing, in which Client has an interest (held individually, jointly or otherwise) (collectively all such Securities and Other Property are referred to herein as "Collateral") in order to secure any and all indebtedness or any other obligation of Client to DBSI and its Affiliates or Pershing (provided that such indebtedness or obligation to Pershing arises in connection with this Agreement) (collectively, all such obligations are referred to herein as the "Obligations"). Clients who are joint accountholders ("Joint Accountholders") acknowledge and agree that pursuant to this lien, the Collateral shall include Securities and Other Property held in the Account or any other account held by either Joint Accountholder with DBSI or its Affiliates (whether individually, jointly or otherwise) and shall secure any and all Obligations of each Joint Accountholder to DBSI and its Affiliates. DBSI (or Pershing, at DBSI's instruction) may, at any time and without prior notice, sell, transfer, release, exchange, settle or otherwise dispose of or deal with any or all such Collateral in order to satisfy any Obligations. In enforcing this lien, DBSI shall have the discretion to determine which Securities and Other Property to apply for the purposes of the foregoing. Notwithstanding the foregoing, nothing herein shall be deemed to grant an interest in any Account or assets that would give rise to a prohibited transaction under Section 4975(c)(1)(B) of the Internal Revenue Code of 1986, as amended, or Section 406(a)(1)(B) of the Employee Retirement Income Security Act of 1974, as amended. Securities and Other Property held in Client's retirement account(s) maintained by DBSI, which may include IRAs or qualified plans, are not subject to this lien and such Securities and Other Property may only be used to satisfy Client's indebtedness or other obligations related to Client's retirement account(s).

### 5. Authority to Borrow

In case of the sale of any security or other property by DBSI at Client's direction and DBSI's inability to timely deliver the same to the purchaser by reason of Client's failure to supply DBSI therewith, Client authorizes DBSI to purchase or borrow any security or other property necessary to make the required delivery, and Client agrees to be responsible for any loss or cost, including interest, which DBSI sustains as a result of Client's failure to make delivery to DBSI.

### 6. Interest Charges

Client acknowledges that debit balances in the Account, including, but not limited to, those arising from its failure to make payment by settlement date for securities purchased, will be charged interest at the then current rate, in accordance with DBSI's usual custom. Interest will be computed on the net daily debit balance, which is computed by combining all debit balances and credit balances in each account with the exception of credit balances associated with short security positions.

### 7. Credit Information and Investigation

Client authorizes DBSI to obtain reports concerning its credit standing and business conduct at DBSI's discretion. Client also authorizes DBSI and any affiliate of Deutsche Bank, including, without limitation, Deutsche Bank AG, to share among such affiliates such information and any other confidential information DBSI and such affiliates may have about Client and the Account.

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## 8. Satisfaction of Indebtedness

Client agrees to satisfy, upon demand, any indebtedness, including any interest and commission charges. Client further agrees to pay the reasonable costs and expenses of collection of any amount it owes DBSI, including reasonable attorney's fees and court costs. Client agrees that DBSI and its clearing broker have the right to collect any debit balance or other obligations owing in Client's Account, and that such rights may be assigned to each other.

## 9. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all Securities and Other Property now or hereafter held, carried, or maintained by DBSI in its possession that have not been fully paid for, may be lent, either to DBSI or to others, pledged, and repledged by DBSI, without notice to Client. Client understands that while securities held for its Account are loaned out, Client will lose voting rights attendant to such securities.

## 10. Aggregation of Orders and Average Prices

Client authorizes DBSI, at its discretion, to aggregate orders for the Account with other customer orders. Client recognizes that in so doing, it may receive an average price for its orders that may be different from the price(s) it might have received had its orders not been aggregated. Client understands that this practice may also result in its orders being only partially completed.

## 11. Arbitration

- This section of the Agreement contains the predicated arbitration agreement between us. By signing this Agreement, we agree as follows:
  - (i) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed;
  - (ii) Arbitration awards are generally final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited;
  - (iii) The ability of the parties to obtain documents, witness statements and other discovery is generally limited in arbitration as compared to court proceedings;
  - (iv) The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least twenty (20) days prior to the first hearing date;
  - (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry;
  - (vi) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court; and
  - (vii) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- Client agrees to arbitrate with DBSI any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with DBSI, to the construction, performance or breach of any agreement, or any duty arising from any agreement or other relationship with DBSI, or to transactions with or through DBSI, only before the Financial Industry Regulatory Authority, Inc., or any exchange of which DBSI is a member, at Client's election. Client agrees that Client shall make Client's election by registered mail to Deutsche Bank Securities Inc., Compliance Department - Attention: Director of Compliance, 60 Wall Street, 23rd Floor, Mail Stop NYC60-2330, New York, NY 10005-2836. If Client's election is not received by DBSI within ten (10) calendar days of receipt of a written request from DBSI that Client make an election, then DBSI may elect the forum before which the arbitration shall be held.
- Neither DBSI nor Client waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

## Important Disclosures for Your Records

Deutsche Bank Securities Inc. "DBSI" is furnishing this document to you to alert you to important matters regarding your account.

### Securities Investor Protection Corporation ("SIPC")

Securities held by our clearing broker, Pershing LLC, for your account are protected up to the total net equity held in the account. Of this total, SIPC provides \$500,000 of coverage, including \$100,000 for claims for cash awaiting reinvestment. The remaining coverage is provided by Pershing through a commercial insurer. SIPC protection applies when the SIPC member firm through which you hold your investments fails financially and is unable to meet its obligations to securities clients, but SIPC protection does not protect against losses attributable to the rise and fall in the market value of investments. A small number of client accounts are not carried on Pershing's books due to specific account factors. These accounts are covered under DBSI's SIPC membership. DBSI does not provide coverage in excess of SIPC coverage. Certain investments, such as commodity futures contracts and currency, are ineligible for SIPC protection. For additional information on SIPC, see [www.SIPC.org](http://www.SIPC.org) or call the SIPC public information number, (202) 371-8300.

### Payment for Order Flow

DBAB receives payment when its routes for execution certain orders in certain securities. The determination as to where to route orders is based on several factors, consistent with DBSI's obligation to provide best execution for all client orders. Because several factors are considered with respect to such determinations, DBSI could potentially secure price improvements on such orders by routing them in a different manner and all such orders potentially could be executed at prices superior to the best bid or best offer. Payment is received by DBSI in the form of rebates, or credits against exchange fees, and specialist fees. Details will be furnished upon written request.

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## Terms and Conditions Corporate Accounts

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Deutsche Bank Securities Inc. is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" or "Deutsche Bank affiliates" means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank AG and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof, owned by the Client or in which the Client has an interest. These terms and conditions shall be construed in accordance with the laws of the State of New York and the United States, as amended.

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### 4. Liens

Client hereby grants to DBSI and its Affiliates a security interest in and lien upon all Securities and Other Property in the possession or control of DBSI, any of its Affiliates or Pershing, in which Client has an interest (held individually, jointly or otherwise) (collectively all such Securities and Other Property are referred to herein as "Collateral") in order to secure any and all indebtedness or any other obligation of Client to DBSI and its Affiliates or Pershing (provided that such indebtedness or obligation to Pershing arises in connection with this Agreement) (collectively, all such obligations are referred to herein as the "Obligations"). Clients who are joint accountholders ("Joint Accountholders") acknowledge and agree that pursuant to this lien, the Collateral shall include Securities and Other Property held in the Account or any other account held by either Joint Accountholder with DBSI or its Affiliates (whether individually, jointly or otherwise) and shall secure any and all Obligations of each Joint Accountholder to DBSI and its Affiliates. DBSI (or Pershing, at DBSI's instruction) may, at any time and without prior notice, sell, transfer, release, exchange, settle or otherwise dispose of or deal with any or all such Collateral in order to satisfy any Obligations. In enforcing this lien, DBSI shall have the discretion to determine which Securities and Other Property to apply for the purposes of the foregoing. Notwithstanding the foregoing, nothing herein shall be deemed to grant an interest in any Account or assets that would give rise to a prohibited transaction under Section 4975(c)(1)(B) of the Internal Revenue Code of 1986, as amended, or Section 406(a)(i)(B) of the Employee Retirement Income Security Act of 1974, as amended. Securities and Other Property held in Client's retirement account(s) maintained by DBSI, which may include IRAs or qualified plans, are not subject to this lien and such Securities and Other Property may only be used to satisfy Client's indebtedness or other obligations related to Client's retirement account(s).

### 5. Authority to Borrow

In case of the sale of any security or other property by DBSI at Client's direction and DBSI's inability to timely deliver the same to the purchaser by reason of Client's failure to supply DBSI therewith, Client authorizes DBSI to purchase or borrow any security or other property necessary to make the required delivery, and Client agrees to be responsible for any loss or cost, including interest, which DBSI sustains as a result of Client's failure to make delivery to DBSI.

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### 7. Credit Information and Investigation

Client authorizes DBSI to obtain reports concerning its credit standing and business conduct at DBSI's discretion. Client also authorizes DBSI and any affiliate of Deutsche Bank, including, without limitation, Deutsche Bank AG, to share among such affiliates such information and any other confidential information DBSI and such affiliates may have about Client and the Account.

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## 8. Satisfaction of Indebtedness

Client agrees to satisfy, upon demand, any indebtedness, including any interest and commission charges. Client further agrees to pay the reasonable costs and expenses of collection of any amount it owes DBSI, including reasonable attorney's fees and court costs. Client agrees that DBSI and its clearing broker have the right to collect any debit balance or other obligations owing in Client's Account, and that such rights may be assigned to each other.

## 9. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all Securities and Other Property now or hereafter held, carried, or maintained by DBSI in its possession that have not been fully paid for, may be lent, either to DBSI or to others, pledged, and repledged by DBSI, without notice to Client. Client understands that while securities held for its Account are loaned out, Client will lose voting rights attendant to such securities.

## 10. Aggregation of Orders and Average Prices

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## 11. Arbitration

- This section of the Agreement contains the predispute arbitration agreement between us. By signing this Agreement, we agree as follows:
  - (i) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed;
  - (ii) Arbitration awards are generally final and binding. A party's ability to have a court review or modify an arbitration award is very limited;
  - (iii) The ability of the parties to obtain documents, witness statements and other discovery is generally limited in arbitration as compared to court proceedings;
  - (iv) The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least twenty (20) days prior to the first hearing date;
  - (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry;
  - (vi) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court; and
  - (vii) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- Client agrees to arbitrate with DBSI any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with DBSI, to the construction, performance or breach of any agreement, or any duty arising from any agreement or other relationship with DBSI, or to transactions with or through DBSI, only before the Financial Industry Regulatory Authority, Inc., or any exchange of which DBSI is a member, at Client's election. Client agrees that Client shall make Client's election by registered mail to Deutsche Bank Securities Inc., Compliance Department - Attention: Director of Compliance, 60 Wall Street, 23rd Floor, Mail Stop NYC60-2330, New York, NY 10006-2836. If Client's election is not received by DBSI within ten (10) calendar days of receipt of a written request from DBSI that Client make an election, then DBSI may elect the forum before which the arbitration shall be held.
- Neither DBSI nor Client waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

## Important Disclosures for Your Records

Deutsche Bank Securities Inc. "DBSI" is furnishing this document to you to alert you to important matters regarding your account.

### Securities Investor Protection Corporation ("SIPC")

Securities held by our clearing broker, Pershing LLC, for your account are protected up to the total net equity held in the account. Of this total, SIPC provides \$500,000 of coverage, including \$100,000 for claims for cash awaiting reinvestment. The remaining coverage is provided by Pershing through a commercial insurer. SIPC protection applies when the SIPC member firm through which you held your investments fails financially and is unable to meet its obligations to securities clients, but SIPC protection does not protect against losses attributable to the rise and fall in the market value of investments. A small number of client accounts are not carried on Pershing's books due to specific account factors. These accounts are covered under DBSI's SIPC membership. DBSI does not provide coverage in excess of SIPC coverage. Certain investments, such as commodity futures contracts and currency, are ineligible for SIPC protection. For additional information on SIPC, see [www.SIPC.org](http://www.SIPC.org) or call the SIPC public information number, (202) 371-8300.

### Payment for Order Flow

DBAB receives payment when its routes for execution certain orders in certain securities. The determination as to where to route orders is based on several factors, consistent with DBSI's obligation to provide best execution for all client orders. Because several factors are considered with respect to such determinations, DBSI could potentially secure price improvements on such orders by routing them in a different manner and all such orders potentially could be executed at prices superior to the best bid or best offer. Payment is received by DBSI in the form of rebates, or credits against exchange fees, and specialist fees. Details will be furnished upon written request.

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ARTICLES OF INCORPORATION

OF

RECEIVED  
LT. GOV. OFFICE

J. EPSTEIN VIRGIN ISLANDS FOUNDATION, INC.

2000 JUL 13 P 1:48

CORPORATIONS

We, the undersigned natural persons of the age of twenty-one years or more, all of whom are bona fide residents of the Virgin Islands of the United States, acting as incorporators of a corporation to be named J. Epstein Virgin Islands Foundation, Inc., do adopt the following Articles of Incorporation for such corporation pursuant to the Nonprofit Corporations Law of the Virgin Islands (Chapter 3, Title 13, Sections 491 et seq. of the Virgin Islands Code), as the same may be amended from time to time, do make and file these Articles of Incorporation in writing and do certify:

ARTICLE I

The name of the corporation (hereinafter referred to as the "Corporation") is J. EPSTEIN VIRGIN ISLANDS FOUNDATION, INC.

ARTICLE II

The principal office of the Corporation in the Virgin Islands is located at 41-42 Kongens Gade, St. Thomas, Virgin Islands, and the name of the resident agent of the Corporation at that address is Paul Hoffman.

ARTICLE III

A. The Corporation is organized exclusively for charitable, educational and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of subsequent tax law). Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3), or (ii) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2), 2106(a)(2)(A)(ii), 2522(a)(2) or 2522(b)(2).

B. No part of the net earnings of the Corporation shall inure to the benefit of any individual. The Corporation shall, however, be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of its purposes. The Corporation may carry on propaganda or otherwise attempt to influence legislation but only to the extent permitted by the Internal Revenue Code. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

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ARTICLE IV

The member of the Corporation shall be Jeffrey E. Epstein or such person or entity as he shall designate in writing.

ARTICLE V

A. The Corporation shall be managed by a Board of Trustees which may further delegate management responsibilities to the officers of the Corporation. The number of Trustees constituting the Board of Trustees is three. The number of Trustees may be increased or decreased from time to time by amendment to the By-laws, but in no event shall the number be less than three.

B. The names and addresses of the initial Board of Trustees are as follows:

Paul Hoffman



Jeffrey Epstein

6100 Red Hook Quarter, Suite B-3  
American Yacht Harbor  
St. Thomas, VI 00802

Jeffrey Schantz

6100 Red Hook Quarter, Suite B-3  
American Yacht Harbor  
St. Thomas, VI 00802

C. Trustees shall be elected by the member as specified in the By-Laws. Any vacancy occurring in the Board of Trustees upon the death, resignation, expiration of term of office, or removal of any Trustee, or as a result of an increase in the number of Trustees, shall be filled by a majority vote of the remaining members of the Board of Trustees then in office under procedures specified in the By-Laws.

D. The names and addresses of the initial Officers of the Corporation are as follows:

President

Jeffrey Epstein  
6100 Red Hook Quarter, Suite B-3  
American Yacht Harbor  
St. Thomas, VI 00802

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ARTICLE IV

The member of the Corporation shall be Jeffrey E. Epstein or such person or entity as he shall designate in writing.

ARTICLE V

A. The Corporation shall be managed by a Board of Trustees which may further delegate management responsibilities to the officers of the Corporation. The number of Trustees constituting the Board of Trustees is three. The number of Trustees may be increased or decreased from time to time by amendment to the By-laws, but in no event shall the number be less than three.

B. The names and addresses of the initial Board of Trustees are as follows:

Paul Hoffman



Jeffrey Epstein

6100 Red Hook Quarter, Suite B-3  
American Yacht Harbor  
St. Thomas, VI 00802

Jeffrey Schantz

6100 Red Hook Quarter, Suite B-3  
American Yacht Harbor  
St. Thomas, VI 00802

C. Trustees shall be elected by the member as specified in the By-Laws. Any vacancy occurring in the Board of Trustees upon the death, resignation, expiration of term of office, or removal of any Trustee, or as a result of an increase in the number of Trustees, shall be filled by a majority vote of the remaining members of the Board of Trustees then in office under procedures specified in the By-Laws.

D. The names and addresses of the initial Officers of the Corporation are as follows:

President

Jeffrey Epstein  
6100 Red Hook Quarter, Suite B-3  
American Yacht Harbor  
St. Thomas, VI 00802

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Vice President Jeffrey Schantz  
6100 Red Hook Quarter, Suite B-3  
American Yacht Harbor  
St. Thomas, VI 00802

Vice President Paul Hoffman  
[REDACTED]

Secretary Jeffrey Schantz  
6100 Red Hook Quarter, Suite B-3  
American Yacht Harbor  
St. Thomas, VI 00802

Treasurer Jeffrey Epstein  
6100 Red Hook Quarter, Suite B-3  
American Yacht Harbor  
St. Thomas, VI 00802

Assistant Secretary Paul Hoffman  
[REDACTED]

Assistant Treasurer Paul Hoffman  
[REDACTED]

E. The officers of the Corporation shall be elected at an annual meeting of the Board of Trustees on a date to be specified in the By-Laws.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

A. The initial By-Laws of the Corporation shall be adopted by the Board of Trustees, which may alter, amend or repeal the By-Laws or adopt new By-Laws.

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B. In the event of the dissolution or final liquidation of the Corporation:

(1) None of the property of the Corporation nor any proceeds thereof shall be distributed to or divided among any of the Trustees or officers of the Corporation or inure to the benefit of any individual.

(2) After all liabilities and obligations of the Corporation have been paid, satisfied and discharged, or adequate provisions made therefor, all remaining property and assets of the Corporation shall be distributed for an exempt purpose or for public use in accordance with section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of subsequent tax law) and the regulations issued thereunder.

ARTICLE VIII

The names and addresses of the persons who are the incorporators of the Corporation are as follows:

Barbara Mignon Weatherly

Paul Hoffman

Jeffrey Epstein

6100 Red Hook Quarter, Suite B-3  
American Yacht Harbor  
St. Thomas, VI 00802

ARTICLE IX

The amount of indebtedness to which the Corporation may be subject is unlimited.

ARTICLE X

The articles of incorporation may be amended when authorized by a vote of two-thirds of the members comprising the membership of this Corporation, given at a meeting, or by the written consent of all the members without a meeting.

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**UNANIMOUS CONSENT IN LIEU OF MEETING OF  
THE BOARD OF TRUSTEES OF  
THE J. EPSTEIN VIRIGIN ISLANDS FOUNDATION, INC.  
(a/k/a ENHANCED EDUCATION)**

The undersigned, being all of the members of the Board of Trustees of The J. Epstein Virgin Islands Foundation, Inc., a United States Virgin Islands corporation, a/k/a Enhanced Education (the "Corporation"), in lieu of holding a meeting, do hereby adopt the following resolutions and the taking of all action required or permitted thereby:

**WHEREAS**, on February 29, 2012, each of Darren K. Indyke, Cecile de Jongh, and Jeanne Brennan tendered to the Board of Trustees of the Corporation their resignations from all offices held by them for the Corporation; and

**WHEREAS**, as a result of the resignations of Mr. Indyke, Ms. de Jongh, and Ms. Brennan, it is necessary that the members of the Board of Trustees of the Corporation appoint new officers of the Corporation;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the following persons be, and each of them hereby is, appointed to hold the office set forth opposite such person's name below, each to serve in such capacity until such time as a successor for has been duly appointed and shall have qualified to serve the Corporation in such capacity:

|                |                    |
|----------------|--------------------|
| President      | Jeffrey E. Epstein |
| Vice President | Darren K. Indyke   |
| Treasurer      | Erika Kellerhals   |
| Secretary      | Erika Kellerhals   |

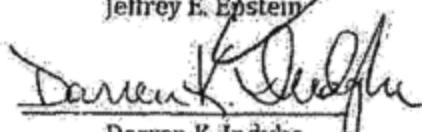
and be it

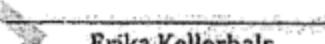
**CONFIDENTIAL**

**FURTHER RESOLVED**, that all persons serving as officers of the Corporation that were not appointed to serve as officers of the Corporation pursuant to the immediately preceding resolution, be, and each of them hereby is, removed from office.

Dated as of: March 1, 2012

  
\_\_\_\_\_  
Jeffrey E. Epstein

  
\_\_\_\_\_  
Darren K. Indyke

  
\_\_\_\_\_  
Erika Kellerhals

Inone!

**FURTHER RESOLVED**, that all persons serving as officers of the Corporation that were not appointed to serve as officers of the Corporation pursuant to the immediately preceding resolution, be, and each of them hereby is, removed from office.

Dated as of: March 1, 2012.

\_\_\_\_\_  
Jeffrey E. Epstein

\_\_\_\_\_  
Darren K. Indyke

  
\_\_\_\_\_  
Erika Kellerhals

Monel

BY-LAWS

OF

J. EPSTEIN VIRGIN ISLANDS FOUNDATION, INC.

RECEIVED  
LT. GOV. OFFICE

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ST. THOMAS, VIRGIN ISLANDS

ARTICLE I

OFFICE

The principal business office of J. EPSTEIN VIRGIN ISLANDS FOUNDATION, INC. (the "Corporation") shall be located at 41-42 Kongens Gade, St. Thomas, Virgin Islands. The Corporation may establish and maintain other offices in the Virgin Islands, any of the States or possessions of the United States, and at such other places as may from time to time be selected by the Board of Trustees.

ARTICLE II

CORPORATE SEAL

The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Virgin Islands". The Seal shall be in the possession of the Secretary of the Corporation.

ARTICLE III

BOARD OF TRUSTEES

SECTION 1. Number, Classification and Term of Office. The business, affairs, concerns, direction and the property of the Corporation shall be managed and controlled by the Board of Trustees.

The number of Trustees shall be three (3), but the number may be changed from time to time by the amendment of these By-Laws, but in no event shall the number be less than three (3).

Trustees may be elected by the written consent of the member. Any vacancy occurring in the Board of Trustees upon the death, resignation, expiration of term of office, or removal of any Trustee, or as a result of an increase in the number of Trustees, shall be filled by the consent of the member or by a majority vote of the remaining members of the Board of Trustees then in office.

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The first Board of Trustees of the Corporation shall be composed of Paul Hoffman, Jeffrey Epstein and Jeffrey Schantz, who, subject to Article III, Section 6, shall hold office until new trustees are elected by the member.

SECTION 2. Place of Meeting. The Trustees may hold their meetings in such place or places within or without the Virgin Islands as a majority of the Board of Trustees may, from time to time, determine.

SECTION 3. Meetings. Meetings of the Board of Trustees may be called at any time by the President or the Secretary, or by a majority of the Board of Trustees. Trustees shall be notified in writing of the time, place and purpose of all meetings of the Board. Any trustee shall, however, be deemed to have waived such notice by his attendance at any meeting.

SECTION 4. Quorum. A majority of the Board of Trustees shall constitute a quorum for the transaction of business, and if at any meeting of the Board of Trustees there is less than a quorum present, a majority of those present may adjourn the meeting from time to time.

SECTION 5. Manner of Acting. At all meetings of the Board of Trustees, each trustee present shall have one vote.

Except as otherwise provided by statute, by the Articles of Incorporation, or by these By-Laws, the action of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. Any action authorized, in writing, by all of the Trustees entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Trustees with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board, at which a quorum was present.

SECTION 6. Removal and Vacancies. Any Trustees may be removed by a majority vote of the Board of Trustees or by the written consent of the member, and vacancies in the Board of Trustees shall be filled by the member or by the remaining members of the Board and each person so elected shall be a Trustee until his successor is elected.

SECTION 7. Compensation. No Trustee shall receive any salary or compensation for his services as a trustee, unless otherwise especially ordered by the Board of Trustees or these By-Laws.

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## ARTICLE IV

### OFFICERS

SECTION 1. Election. The Board of Trustees shall select a President, a Secretary and a Treasurer and may select one (1) or more Vice-Presidents, Assistant Secretaries or Assistant Treasurers, who shall be elected by the Board of Trustees at their regular annual meeting held annually on a date from time to time specified by the Board. The term of office shall be for one (1) year and until their successors are chosen. No one of such officers, except the President, need be a Trustee, but a Vice-President who is not a Trustee, cannot succeed to or fill the office of President. Any two (2) of the above-named offices, except those of President and Secretary, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one (1) capacity. The Board of Trustees may fix the salaries of the officers of the Corporation.

SECTION 2. The Board of Trustees may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the Corporation. All officers and agents shall respectively have such authority and perform such duties in the management of the property and affairs of the Corporation as may be designated by the Board of Trustees. Any officer or agent may be removed, or any vacancies filled by the Board of Trustees whenever, in their judgment, the business interests of the Corporation will be served thereby.

SECTION 3. The Board of Trustees may secure the fidelity of any or all such officers by bond or otherwise.

## ARTICLE V

### DUTIES OF OFFICERS

SECTION 1. President. The President shall be the chief executive officer of the Corporation, and in the recess of the Board of Trustees shall have the general control and management of its business and affairs subject, however, to the right of the Board of Trustees to delegate any specific power, except such as may be by statute exclusively conferred upon the President, to any other officer or officers of the Corporation. He shall preside at all meetings of the Trustees and all meetings of the member, unless otherwise determined by the member.

SECTION 2. Vice-President. In case the office of President shall become vacant by death, resignation or otherwise, or in case of the absence of the President or his inability to discharge the duties of his office, such duties shall, for the time being, devolve upon the Vice-President, who shall

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do and perform such other acts as the Board of Trustees may, from time to time, authorize him to do, but a Vice-President who is not a Trustee cannot succeed to or fill the office of President.

**SECTION 3. Treasurer.** The Treasurer shall have custody and keep account of all money, funds and property of the Corporation, unless otherwise determined by the Board of Trustees, and he shall render such accounts and present such statement to the Board of Trustees and President as may be required of him. He shall deposit all funds of the Corporation which may come into his hands in such bank or banks as the Board of Trustees may designate. He shall keep the bank accounts in the name of the Corporation and shall exhibit his books and accounts, at all reasonable times, to any trustee of the Corporation upon application at the office of the Corporation during business hours. He shall pay out money as the business may require upon the order of the properly constituted officer or officers of the Corporation, taking proper vouchers therefor, provided, however, that the Board of Trustees shall have power by resolution to delegate any of the duties of the Treasurer to other officers, and to provide by what officers, if any; all bills, notes, checks, vouchers, orders or other instruments shall be countersigned. He shall perform, in addition, such other duties as may be delegated to him by the Board of Trustees.

**SECTION 4. Secretary.** The Secretary of the Corporation shall keep the minutes of all the meetings of the member of the Corporation and Board of Trustees in books provided for that purpose; he shall attend to the giving and receiving of all notices of the Corporation; he shall sign, with the President or Vice-President, in the name of the Corporation, all contracts authorized by the Board of Trustees and when necessary shall affix the corporate seal of the Corporation thereto; he shall have charge of such books and papers as the Board of Trustees may direct; all of which shall at all reasonable times be open to the examination of any Trustee upon application at the office of the Secretary, and in addition, he shall have such other duties as may be delegated to him by the Board of Trustees.

## ARTICLE VI

### AMENDMENT

The member or the Board of Trustees may alter, amend, add to or repeal these By-Laws, including the fixing and altering of the number of members of the Board of Trustees; provided that the Board of Trustees shall not make or alter any By-Laws fixing their qualifications, classifications or term of office.

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GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES

CHARLOTTE AMALIE, ST. THOMAS C-574-2000

To All To Whom These Presents Shall Come:

I, the undersigned, LEUTENANT GOVERNOR, do hereby certify that

J. EPSTEIN VIRGIN ISLANDS FOUNDATION, INC.

of the Virgin Islands filed in my office on June 15, 2000 as provided  
for by law, Articles of Incorporation, duly acknowledged:

WHEREFORE the persons named in the said Articles, and who have  
signed the same, and their successors, are hereby declared to be, from the  
date aforesaid, a corporation by the name and for the purposes set forth in  
said Articles, with the right of succession as therein stated.

Witness my hand and the Seal of the Government  
of the Virgin Islands of the United States, at Char-  
lotte Amalie, St. Thomas, this 14th day of  
July, A.D. 2000



  
GERARD LUZ JAMES VI

Leutenant Governor for the Virgin Islands

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J EPSTEIN VIRGIN ISLANDS FOUNDATION

stances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

You are required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as a Private Foundation. Form 990-PF must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make certain returns available for public inspection for three years after the later of the due date of the return or the date the return is filed. The returns required to be made available for public inspection are Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Nonexempt Charitable Trust Treated as a Private Foundation, and Form 4720, Return of Certain Excise Taxes on Charities and Other Persons Under Chapters 41 and 42 of the Internal Revenue Code. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents must be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should maintain records to show that funds are expended only for those purposes. If you distribute funds to other

Letter 1076 (DO/CG)

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J EPSTEIN VIRGIN ISLANDS FOUNDATION

organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

~~Steven T. Miller~~

Steven T. Miller  
Director, Exempt Organizations

Mon

Letter 1076 (DO/CG)

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THE UNITED STATES VIRGIN ISLANDS  
OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF CORPORATIONS AND TRADEMARKS

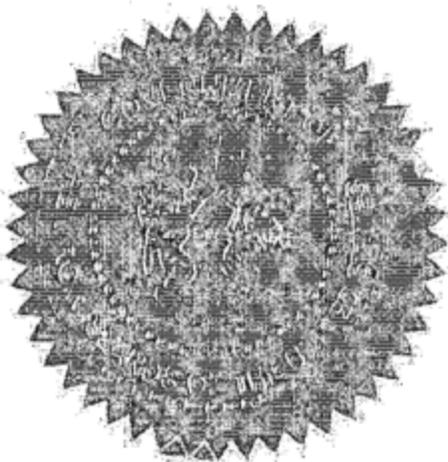
5049 Kongens Gade  
Charlotte Amalie, Virgin Islands 00802  
Phone - 340.776.8515  
Fax - 340.776.4612

1105 King Street  
Christiansted, Virgin Islands 00820  
Phone - 340.773.6449  
Fax - 340.773.0330

APRIL 17, 2013

CERTIFICATION OF GOOD STANDING

This is to certify that the non profit corporation known as **J. EPSTEIN VIRGIN ISLANDS FOUNDATION, INC.** filed Articles of Incorporation office of the Lieutenant Governor on **JUNE 15, 2000** that a Certificate of Incorporation was issued by the Lieutenant Governor on **JULY 14, 2000** authorizing the said corporation to conduct business in the Virgin Islands and the corporation is considered to be in good standing.



Denise Johannes  
Director, Division of Corporation  
and Trademarks

DJ/gg

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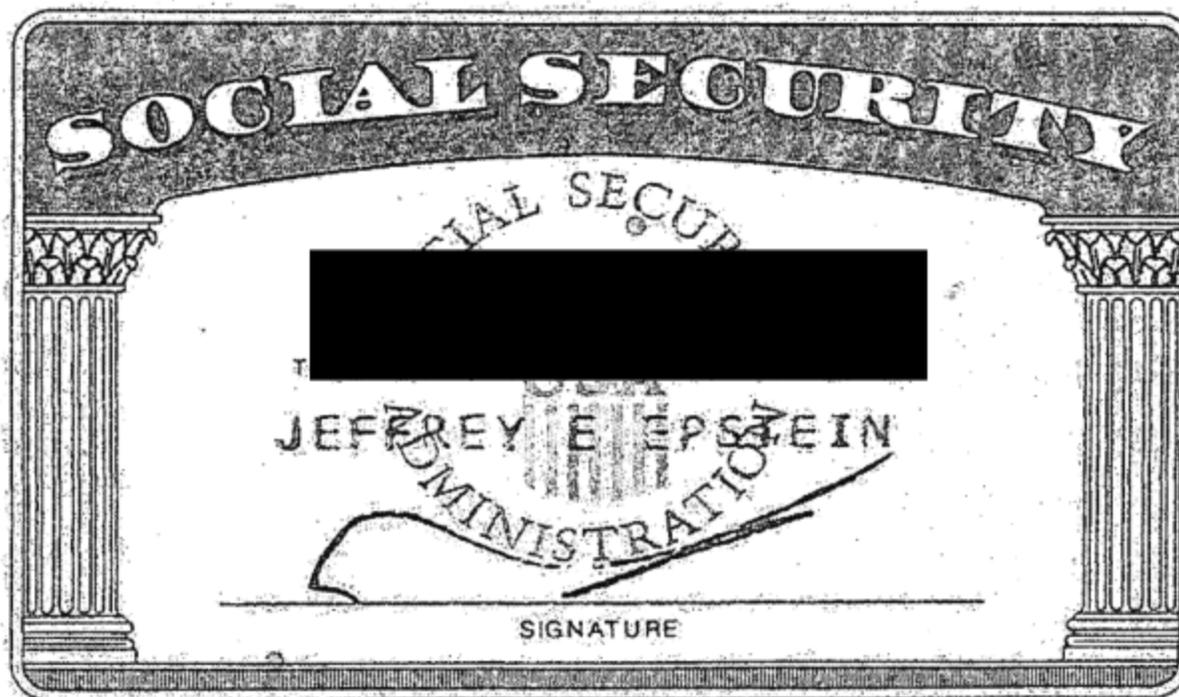
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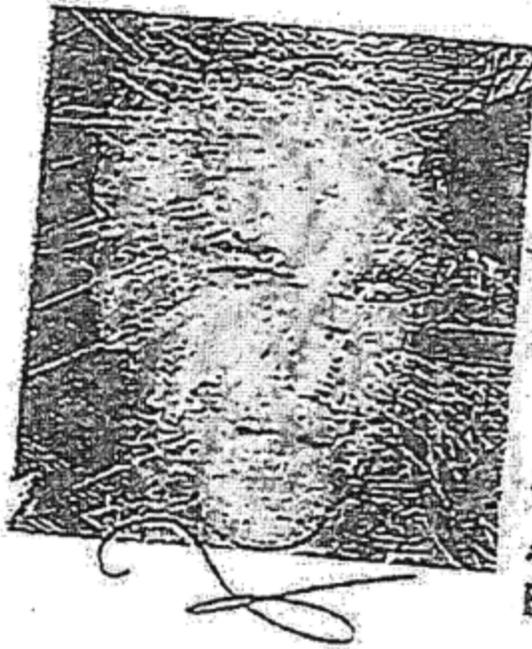
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United States Virgin Islands (VI) USA  
DRIVING LICENSE



EPSTEIN, JEFFREY E.  
LITTLE ST. JAMES  
ST THOMAS, VI 00802  
Issued 1/15/2010 Expires 1/20/2015  
CI [REDACTED]  
Sex [REDACTED]  
Wgt [REDACTED] Hair GRY Eyes BLU  
Class A Blood Type [REDACTED]  
Allergies NONE  
Endorsements  
Restrictions

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