

**Checklist for Special Partnership Account
(For profit and not-for-profit)**

Branch Number 717

Account Number: 7178105695

Document	Action	Comments	Initials and Review Date	
			1 st Reviewer Date <u>3/11/16</u>	2 nd Reviewer Date <u>6/11/16</u>
Basic documents for ALL types of accounts				
Customer Due Diligence Commercial/Entities NNNS-1307	I	Account file	Complete for business entity.	<u>[Signature]</u> <u>[Signature]</u>
Customer Due Diligence Authorized Signatures NNNS-1306	I	Account file	One per each signer	<u>[Signature]</u> <u>[Signature]</u>
Account Referral Sheet NNNS-1272	I	Account file	Only when the client is not present	N/A N/A
Observation at Place of Business (OPB) NNNS-2466	I	Account file		<u>[Signature]</u> <u>[Signature]</u>
Partnership Bylaws or Articles of Incorporation	E	Account file	Copy	<u>[Signature]</u> <u>[Signature]</u>
Partnership, LLC, LLP Security Agreement NNNS-2198-0410R or NNNS-2199-0802 NNNS-2200-0802, or NNNS-2201-0504R	I	Account file		<u>[Signature]</u> <u>[Signature]</u>
ID Verification Results Summary (ID CHECK & OFAC) or evidence of the verification used in contingency.	I	Account file	One per entity and one per each signer, if applicable	N/A N/A
CHEXSYSTEM Report Result	I	Account file	One per entity and one per each signer, if applicable	N/A N/A
Business License <u>N/A Affidavit letter on File</u>	E	Account file	Photocopy of original document	<u>[Signature]</u> <u>[Signature]</u>
Territorial Election Commission Certification	E	Account file	Applies to candidates for government elective positions. Photocopy of original document.	N/A N/A
Signature cards	M	Cardholder: one alphabetical and one numerical	Digitalize for checking accounts	<u>[Signature]</u> <u>[Signature]</u>
Deposit Account Agreement NNNS-2092-0508R USVI NNNS-2377-1104 BVI	P	Provide to client		<u>[Signature]</u> <u>[Signature]</u>
Additional documents for CHECKING ACCOUNTS				
Rates and Fees Schedule Disclosure NNNS-2091-1006R USVI NNNS-2132-1206 BVI	I	Provide to client		<u>[Signature]</u> <u>[Signature]</u>
Additional documents for CERTIFICATES OF DEPOSIT				
Certificate of Deposit Agreement NNNS-0958	M	One for file and one for client		<u>[Signature]</u> <u>[Signature]</u>
Evidence of Negotiated Interest Rate, if applicable	I	Account file	Only if there was a special quote.	N/A N/A

Legend: P = Purchasing M = Mosaic I = Intranet E = External (s) Spanish (e) English

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Together we are one

Document Checklist for Business Accounts File

Important Note: Please refer to the Account Opening Procedures for specific information on the various types of documents required at account opening.

Account Title:	<u>Thomas World Air LLC</u>	Account Number:	<u>7178105695</u>	Date Opened:	<u>3/11/16</u>
Signature Cards					
Customer Due Diligence for Business – Entities (eff. 6/11/2010)					✓
Customer Due Diligence for Additional Signers or Authorized Signatures on Business Entities Accounts (eff. 6/11/2010)					✓
Observations at Place of Business					✓
OFAC/PLC (print evidence of verification) (6/11/2010 for new account clients without an active deposit account at the time of account opening)					N/A
Document Checklist for Business Accounts File – NNS-2464-0711R					✓
ECR Checklist Individual Account for Personal Purposes NNS-2544 (Eff. 6/11/2010)					N/A
ECR Individual Account for Commercial Purposes NNS-2540 (eff. 06/11/2010)					✓
ECR Checklist for Unincorporated Association or Organizations Account (League, Club, Class, Fund raising, religious, civic, etc) NNS-2538 (eff. 6/11/2010)					N/A
ECR Checklist for Corporate Accounts (For-profit or not-for-profit) NNS-1281 (eff. 6/11/2010)					N/A
ECR Checklist for Special Partnership Account (for profit) and not-for-profit) NNS-2539 (eff. 6/11/2010)					N/A
Covered Person Certification NNS-1303 (eff. 6/11/2010)					N/A
Appropriate W-9 Form or W-9 Form (if non-U.S. entity) (eff. 6/11/2010)					✓
Disclosures that must be given to client:					
Rates and Fees Schedule					✓
Account Agreement					✓
FDIC Insuring Your Deposit Brochure (USVI only)					✓
Notice of Negative Information Disclosure					✓
Partnership					
Certificate of Incorporation or Certificate of Qualification (if a U.S. based corporation)					
Business/Trade License (current)					N/A
Certificate of Good Standing					
Articles of Incorporation (stamped by the Office of the Lieutenant Governor if USVI and the Registrar of Companies in the BVI)					
Certificate of Trade Name					
Corporate Resolution (with Corporate Seal)					
Corporate Resolution and Corporate Authorization and Indemnity Agreement for Telephone/Telex/Facsimile/Written Instructions. (This document is only required if client requests fund transfers by phone, fax or messenger)					
Partnership Letter and Security Agreement					
Business/Trade License (current)					
Partnership Agreement (if it exists)					
Certificate of Trade Name (if applicable)					
Certificate of Limited Partnership (if applicable)					
Resolution where Partnership contains Corporation as a Partner (if applicable)					
Partnership Contains Limited Liability Company as a Partner (if applicable)					
Partnership Contains Trust as a Partner (if applicable)					
Partnership Contains Joint Venture as a Partner (if applicable)					
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)					
Sole Proprietorship					
Sole Proprietor Agreement (Individual)					
Sole Proprietorship Multiple Authorized Signers (if applicable)					
Business/Trade License (current)					
Certificate of Trade Name (if applicable)					
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)					
Unincorporated Association					
Unincorporated Association Resolution (signed by the Secretary)					
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)					
LLC (Limited Liability Company)					
Copy of organization's 501 (c) (3) - USVI only (Only if filed for)					
Certificate of Trade Name (if applicable)					
Corporate Resolution or Unincorporated Association Resolution					
Certificate of Incorporation or Certificate of Authority for Foreign and Foreign Non-Profit Corporation (if incorporated)					
Articles of Incorporation (if incorporated)					
Certificate of Good Standing (if BVI corporation for more than twelve months) (if incorporated)					
Corporate Resolution and Corporate Authorization and Indemnity Agreement for Telephone/Telex/Facsimile/Written Instructions. (This document is only required if client requests fund transfers by phone, fax or messenger) – if incorporated					
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested) – if unincorporated					
Limited Liability Company Letter and Security Agreement					
Limited Liability Company Letter and Security Agreement					

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Business/Trade License (current)		
Operating Agreement		
Articles of Organization or Certificate of Formation (non-bank form - if the PLLC is a "new" PLLC)		
Certificate of Existence		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested) - if unincorporated		
Limited Liability Company Contains Corporate Member/Manager (if applicable)		
Limited Liability Company Contains Limited Liability Company as a Member/Manager (if applicable)		
Limited Liability Company Contains Limited Liability Partnership as a Member/Manager (if applicable)		
Limited Liability Company Contains Partnership as a Member/Manager (if applicable)		
Limited Liability Company Contains Trust as a Member/Manager (if applicable)		
Limited Liability Company Unincorporated Association as a Member/Manager (if applicable)		
Limited Liability Company Contains Joint Venture as a Member/Manager (if applicable)		
Corporate Resolution		
Certificate of Incorporation or Certificate of Qualification (if a U.S. based corporation)		
Articles of Incorporation (stamped by the Office of the Lieutenant Governor)		
Business/Trade License (current)		
Corporate Resolution and Corporate Authorization and Indemnity Agreement for Telephone/Telex/Facsimile/Written Instructions. (This document is only required if client requests fund transfers by phone, fax or messenger)		
Limited Liability Company Letter & Security Agreement		
Business/Trade License (current)	✓✓	Affidavit letter on file
Certificate of Trade Name (if applicable)		
Operating Agreement	✓✓	
Articles of Organization or Certificate of Formation (non-bank form-required if the LLC is a "new" LLC)	✓✓✓	
Certificate of Existence	✓✓	
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)	NIA	
Limited Liability Company Contains Corporate Member/Manager (if applicable)	NIA	
Limited Liability Company Contains Limited Liability Company as a Member/Manager (if applicable)	NIA	
Limited Liability Company Contains Limited Liability Partnership as a Member/Manager (if applicable)	NIA	
Limited Liability Company Contains Partnership as a Member/Manager (if applicable)	NIA	
Limited Liability Company Contains Trust as a Member/Manager (if applicable)	NIA	
Limited Liability Company Contains Unincorporated Association as a Member/Manager (if applicable)	NIA	
Limited Liability Company Contains Joint Venture as a Member/Manager (if applicable)	NIA	
Limited Liability Partnership Letter and Security Agreement		
Certificate of Limited Partnership (Limited Partnership) - Not required when opening accounts for law firms or security brokerage houses		
Certificate of Existence		
Business/Trade License (current)		
Operating Agreement		
Statement of Qualification or Statement of Foreign Qualification		
Certificate of Trade Name (if applicable)		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)		
Limited Liability Partnership Contains Limited Liability Company as a Member/Manager (if applicable)		
Limited Liability Partnership Contains Limited Liability Partnership as a Member/Manager (if applicable)		
Limited Liability Partnership Contains Partnership as a Member/Manager (if applicable)		
Copy of Death Certificate with raised seal or certified copy		
Letter of Testamentary or Letter of Administration		
Notice of Appointment (Court Order or Court Appointment Papers)		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)		
Certificate of Trade Name (if applicable)		
Business/Trade License (current)		
Refer to the Account Opening Procedures for additional documents required for different types of business entities.		
IOLTA Account Notice of Financial Institution		
VILAF Account Notice of Financial Institution		
Business License (current)		
Certificate of Trade Name (if applicable)		
Refer to the Account Opening Procedures for additional documents required for different types of business entities.		
A legal document(s) in which it states the name of the person acting as administrator, tutor, executor or fiduciary and establishes his/her authorities		
If the PAC is an Unincorporated Association, then a letter signed by the president of the association stating the association purpose and an Unincorporated Association Resolution is required		
If the PAC is a Not for Profit Corporation, a Certificate of Incorporation for a Non-Stock Corporation is required		
A certification from the Virgin Islands Board of Elections		

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Income Verification		
Professional association directory		
Marketing brochures, business Web site and other market media		
Site Photos, Utilities Invoices (water, electricity, telephone)		
Sample of entity stationery (presentation card, letter head paper, envelopes...)		
Other:		
Other:		
Other:		
Other:		
Other:		
Other:		

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New Account Visit Annual Visit

1. Account Title: THOMAS WORLD AIR LLC	2. Account Number(s): 7178105695
Visit Information	
3. Date: 3/11/2016 4. Time: 3:00 PM 5. Time Spent: 30 MINS 6. Visit Contact Name: _____	
7. Type of Business 7a. Indicate if it's a home based business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
7b. <input type="checkbox"/> Auto Part Store <input type="checkbox"/> Drugstore <input type="checkbox"/> Liquor Store <input type="checkbox"/> Auto Repair Store <input type="checkbox"/> Flower Shop <input type="checkbox"/> Restaurant <input type="checkbox"/> Cinema <input type="checkbox"/> Grocery Store <input type="checkbox"/> Shoe Store <input type="checkbox"/> Clothing Store <input type="checkbox"/> Hardware Store <input type="checkbox"/> Other: _____ <input type="checkbox"/> Distributors <input type="checkbox"/> Jewelry Store	
Visit Description	
<i>Complete Visit Description Section Only For Annual Visit</i>	
8. Beneficial Ownership: Indicate if the beneficial owner participation changed since the account was opened. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <i>If any change occurred fill out the form NINNG-1355 Beneficial Ownership Enhanced Due Diligence Form.</i>	
Business Description	
9. Address of visited location. 8203 LINDBERG BAY STE 3 ST THOMAS, VI 00802	10. Location Type. <input checked="" type="checkbox"/> Primary Office <input type="checkbox"/> Secondary Location (Branch Office/Warehouse/etc.)
11. Type of space of visited location. <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented <input type="checkbox"/> If other, describe: _____	
12. Estimated square footage/space occupied of visited location. 900 SQ FT	
13. Does the business have other locations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, indicate the number of all other locations _____ List the physical addresses of the locations: (if more than four (4) include in a separate attachment).	
a. _____ b. _____	c. _____ d. _____
14. Indicate days and hours of business operations of this location. 	
15. Indicate the number of total employees of all locations if more than one. 	
16. How many employees do you see on premises on this location? 0	
17. If number of employees on premises is not the same as the total number of employees, explain. N/A	
18. Describe the business operation, including products and services offer. N/A	
19. Inventory Visible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe inventory (and the inventory match the type of Business):	
20. Describe customer traffic or activity observed during visit. N/A	
21. Describe the three (3) main business suppliers.	
Suppliers Name a. _____ b. _____ c. _____	Indicate all applicable suppliers payments. <input type="checkbox"/> Cash <input type="checkbox"/> Checks <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH <input type="checkbox"/> Wire Transfer <input type="checkbox"/> Money Order / Official Check <input type="checkbox"/> If other, describe: _____
22. Describe the three (3) main business customer base.	
Customer Base Name a. _____ b. _____ c. _____	Indicate all applicable customers payments. <input type="checkbox"/> Cash <input type="checkbox"/> Checks <input type="checkbox"/> Credit Card <input type="checkbox"/> POS / Debit Card <input type="checkbox"/> ACH <input type="checkbox"/> Wire Transfer <input type="checkbox"/> Money Order / Official Check <input type="checkbox"/> If other, describe: _____

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23. Does the business sales electronic lottery or any other type of Lottery? Yes No
 If Yes, indicate the monthly sales volume: _____

24. Does the customer have an account for electronic lottery purposes? Yes No (The law requires opening an account for this purpose)
 If Yes, indicate bank name and account number: _____

25. Does the business sales money orders? Yes No
 If Yes, indicate the license number: _____

26. Does the business sales pre-paid cards? Yes No
 If Yes, indicate the monthly sales volume: _____

27. Does the business have game machines? Yes No
 If Yes, indicate how many and the monthly sales volume: _____

ATM Information

28. Does the business have ATM in this location? Yes No => If No, Complete question number 31.
 If Yes, indicate how many: _____

29. Is the ATM administrated by the business? Yes *If Yes:* Owned Rented
 No *If No:* Bank property Third Party
 Name: _____ Monthly Rent: _____

If the ATM's is administrated by the Business, complete this section:

30. Does the customer have an account for ATM purposes? Yes No (If no, the bank requires opening an account for this purpose.)
 If Yes, indicate bank name and account number: _____

31. Does the business have ATM in other locations? Yes No (If no, complete question number 37.)
 If Yes, how many?: _____ And list the physical addresses of the locations. If more than four (4), attached information.

a.	c.
b.	d.

32. Did the business previously provide the network and rent agreements? Yes No (If no, complete questions 33 to 36)

33. Provide: Contract with Network Operator Invoice or agreement for ATM's machines purchased

34. How the business supplies cash to the ATM? Business Employee Armored Services (Provide Agreement)
 Other: *If Other, describe:* _____

35. Provide the following information per machine (attach list if more).

Nbr.	ATM Capacity	Maximum Withdrawal Amount	Fees per Transaction	Nbr.	ATM Capacity	Maximum Withdrawal Amount	Fees per Transaction
1	_____	_____	_____	5	_____	_____	_____
2	_____	_____	_____	6	_____	_____	_____
3	_____	_____	_____	7	_____	_____	_____
4	_____	_____	_____	8	_____	_____	_____

Indicate in daily, weekly and monthly total amount for the following information:

	Daily	Weekly	Monthly
Cash Dispensed?	_____	_____	_____
How much is the profit?	_____	_____	_____
Cash Filled?	_____	_____	_____

36. Does the business have claims process? Yes No *If Yes, provides copy of written procedures.*

If the answer of the question number 31 is No, complete this section.

37. Does the business rents ATM machines? Yes No *If Yes, indicates how many machines.*
 Provide a copy of the contract with the names and addresses of renters and how much are the profits per machine.
 Copy of the agreement per each machine rented or purchased.

ACCOUNT ACTIVITY

38. Describe the business anticipated volume of currency (cash) and nature of account activity, if any:
 N/A

Note: Information provided at account opening available in the Customer Due Diligence Form (CCD)

39. Deposits are made in several branches? Yes No *If Yes, indicate the name of the branch locations.*
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 FIRST BANK PLAZA

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40. Other relevant observations or information: (Obtain and review financial statements and audits; verify the source and use of funds; evaluate large transactions, conduct reference checks).
N/A

41. Specify the customer's primary trade area and describe the proximity of the business primary trade area in relation to the branch where the account is domicile.
N/A

NOTE: If the Business is not located in your marketplace (i.e., Customer lives in Ponce or St Thomas and open an account in Fajardo or Miami Branch) the Bank Officer opening the account must indicate the reason for opening the account at that branch, and why this explanation makes business sense.

A. Sales Account Section

42. Describe total sales of the business

Does the Business have a peak season? Yes No If Yes, filled out sections (a) and (b). If No, filled out only section (a).

(a) Regular Season

Indicate Period:	
Approximate Number of Customers in a Day	
\$ Average Sale per Customer	
\$ Daily Average Sales	\$ 0.00
#Business Operating Days in a Month	
Average Monthly Sales for Regular Season	\$ 0.00
Any Other Monthly Rent or Fees (i.e. ATM Rent or Fees)	
(a) TOTAL MONTHLY SALES OR INCOME	\$ 0.00

(b) Peak Season

Indicate Period:	
Approximate Number of Customers in a Day	
\$ Average Sale per Customer	
\$ Daily Average Sales	\$ 0.00
#Business Operating Days in a Month	
Average Monthly Sales for Peak Season	\$ 0.00
Any Other Monthly Rent or Fees (i.e. ATM Rent or Fees)	
(b) TOTAL MONTHLY SALES OR INCOME	\$ 0.00

B. Deposit Section – Applicable for Annual Visit

43. Indicate the total average monthly deposit amount if:

	DEPOSIT	DURING THE VISIT	CURRENT	DIFFERENCE
\$ Cash	% Cash			
\$ Checks	% Checks			
\$ Credit cards	% Credit Cards			
\$ Electronic Fund Transfer (EFT)	% EFT			
\$ POS	% POS			
(b) Average deposits	TOTAL			
(a) Average purchases by customers				
Difference:				
Percentage:				

Evaluate percentages differences if greater than 25% between the total average (a) and the (b) deposits; explain:

C. International Transactions Activity

44. Does the business expected received and/or originated international transactions Yes No If yes, please complete this section:

Incoming Transfer	Outgoing Transfer
Indicate from which countries it received or expected received wires (ACH transaction)?	Indicate from which countries it originated or expected received wires (ACH transaction)?
<input type="checkbox"/> United States <input type="checkbox"/> Mexico <input type="checkbox"/> Canada <input type="checkbox"/> US Virgin Islands <input type="checkbox"/> England <input type="checkbox"/> Colombia <input type="checkbox"/> British Virgin Islands <input type="checkbox"/> Dominican Republic <input type="checkbox"/> Netherlands <input type="checkbox"/> Puerto Rico <input type="checkbox"/> Venezuela <input type="checkbox"/> Other	<input type="checkbox"/> United States <input type="checkbox"/> Mexico <input type="checkbox"/> Canada <input type="checkbox"/> US Virgin Islands <input type="checkbox"/> England <input type="checkbox"/> Colombia <input type="checkbox"/> British Virgin Islands <input type="checkbox"/> Dominican Republic <input type="checkbox"/> Netherlands <input type="checkbox"/> Puerto Rico <input type="checkbox"/> Venezuela <input type="checkbox"/> Other
If Other, describe:	If Other, describe:
Explain the purpose:	Explain the purpose:

Conclusion & Certification

45. Did your observations agree with your expectations for this type of business? Yes No
Explain

46. Conclusions / Comments / Information

UNLESS CHECKED BELLOW, I PERSONALLY PHYSICALLY CONDUCTED THE ABOVE DESCRIBED PLACE OF BUSINESS VISIT. THE INFORMATION PROVIDED IS AN ACCURATE AND COMPLETE REPRESENTATION OF MY OBSERVATION AT THE PHYSICAL VISIT.

This is a Home Based Business. No physical visit was conducted

No Material information has been withheld from this report. Any misrepresentation of information could be grounds for corrective action, including dismissal.

FIRSTBANK OFFICE
(Signature and Stamp)

SACHOON BLACKWOOD

Name



Signature

3/11/2016

Date



Customer Due Diligence For Additional Signers on Individual Accounts or Authorized Signatures on Business Entities Accounts

Existing Account Number 717-7171040305		Account Number which is attached to the Signer 717-7178105695	
1. Authorized Signer Information			
Name: JEANNE		Initial: _____ Last Name: BRENNAN-WIEBRACHT	
Date of Birth: [REDACTED]	Place of Birth: VI	Social Security: [REDACTED]	
Citizenship: US		Home Phone: [REDACTED]	Other: [REDACTED]
Physical Address: [REDACTED]		Mailing Address: 6501 RED HOOK PLZ STE 201 ST THOMAS VI 00802-1305	
Place of Employment: SOUTHERN TRUST COMPANY INC		Employment Address: 6501 RED HOOK QUARTER B3 ST THOMAS VI 00802	
Occupation: CPA			
Work Phone: 3407752525			
Email: [REDACTED]			
Relation Account Title: _____			
ID	Type	Number	Expiration (MM/DD/YYYY)
1st	DRIVER'S LICENSE	[REDACTED]	VI 09/02/2017
2nd	PASSPORT	[REDACTED]	US 05/19/2018
2. Income			
Recurrent Source: <input type="checkbox"/> Self Employed <input checked="" type="checkbox"/> Private Salary <input type="checkbox"/> Government Salary <input type="checkbox"/> Retired or Disability <input type="checkbox"/> Other, specify: _____			
Annual Income: <input type="checkbox"/> \$0.01 - \$20,000 <input type="checkbox"/> \$20,001 - \$40,000 <input type="checkbox"/> \$40,001 - \$60,000 <input type="checkbox"/> \$60,001 - \$80,000 <input checked="" type="checkbox"/> Over \$80,001			
3. Client Classification			
<ul style="list-style-type: none"> If the answer is yes for A and C of the following questions, the client will be considered high risk and further action is needed as establish in the Due Diligence Checklist-Guidance For Individuals or Entities Considered as High Risk. If the answer to C is yes, then authorization from the Compliance Department-BS4 Division is required. 			
		Yes	No
A. Indicate whether the client is a nonresident alien: (NAICS #100000)	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Indicate whether the client is a resident alien: (NAICS #200000)	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000)	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Verification System- For use only as Contingency Plan if CHEXSYSTEM was called			
Name of the Representative who attended your call: N/A			
Response to Social Security: Year: _____ State: _____ Other: _____			
Response on Industry Behavior: _____			
Response on ID: _____			
5. Account Opening Authorization			
<input checked="" type="checkbox"/> Approved Elizabeth Ferguson <small>Name</small>		<input type="checkbox"/> Denied 1370 <small>Officer No.</small>	03/11/16 <small>Date</small>
Comments, if applicable: _____			
Interviewed by: _____			
SACHOON BLACKWOOD 41045 <small>Name</small>		 <small>Signature</small>	03/11/2016 <small>Date</small>

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Customer Due Diligence For Additional Signers on Individual Accounts or Authorized Signatures on Business Entities Accounts

Existing Account Number 717-7171040305		Account Number which is attached to the Signer 717-7178105695	
1. Authorized Signer Information			
Name: JEFFREY Initial: Last Name: EPSTEIN		Social Security: [REDACTED]	
Date of Birth: 01/20/1953 Place of Birth: US		Home Phone: [REDACTED] Other: N/A	
Citizenship: US		Mailing Address: 6100 RED HOOK QTRS STE B3 ST THOMAS VI 00802-1348	
Physical Address: LITTLE ST JAMES ST THOMAS VI 00802-0000		Employment Address: 6100 RED HOOK QTRS STE B3 ST THOMAS VI 00802	
Place of Employment: FINANCIAL TRUST CO. INC		Employment Address:	
Occupation: FINANCIAL CONSULTANT		6100 RED HOOK QTRS STE B3	
Work Phone: 3407752525		ST THOMAS VI 00802	
Email: [REDACTED]		Relation Account Title: Owner	
ID	Type	Number	Country
1st	DRIVER'S LICENSE	[REDACTED]	VI
2nd	PASSPORT	[REDACTED]	US
Expiration (MM/DD/YYYY)			
01/20/2019			
05/26/2020			
2. Income			
Recurrent Source: <input checked="" type="checkbox"/> Self Employed <input type="checkbox"/> Private Salary <input type="checkbox"/> Government Salary <input type="checkbox"/> Retired or Disability <input type="checkbox"/> Other, specify: _____			
Annual Income: <input type="checkbox"/> \$0.01 - \$20,000 <input type="checkbox"/> \$20,001 - \$40,000 <input type="checkbox"/> \$40,001 - \$60,000 <input type="checkbox"/> \$60,001 - \$80,000 <input checked="" type="checkbox"/> Over \$80,001			
3. Client Classification			
<ul style="list-style-type: none"> If the answer is yes for A and C of the following questions, the client will be considered high risk and further action is needed as establish in the Due Diligence Checklist-Guidance For Individuals or Entities Considered as High Risk. If the answer to C is yes, then authorization from the Compliance Department-BSA Division is required. 			
		Yes	No
A. Indicate whether the client is a nonresident alien: (NAICS #100000)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Indicate whether the client is a resident alien: (NAICS #200000)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Verification System- For use only as Contingency Plan if CHEXSYSTEM was called			
Name of the Representative who attended your call: N/A			
Response to Social Security: Year: State: Other:			
Response on Industry Behavior:			
Response on ID:			
5. Account Opening Authorization			
<input checked="" type="checkbox"/> Approved Elizabeth Ferguson <small>Name</small>		<input type="checkbox"/> Denied 1370 <small>Officer No.</small>	
 <small>Signature</small>		03-11-16 <small>Date</small>	
Comments, if applicable:			
Interviewed by:			
SACHOON BLACKWOOD 41045 <small>Name</small>		 <small>Signature</small>	
		03/11/2016 <small>Date</small>	

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**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
THOMAS WORLD AIR, LLC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Other (see instructions) ▶
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any): _____
 Exemption from FATCA reporting code (if any): _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
8203 LINDBERG BAY STE 3

6 City, state, and ZIP code
ST THOMAS VI 00802

7 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 line 1 to avoid backup withholding. For individuals, this is generally 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.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	
6	6 - 0 7 7 4 5 6 3

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 2.

Sign Here Signature of U.S. person ▶ *Jeanne Dueson* Date ▶ *3/11/16*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

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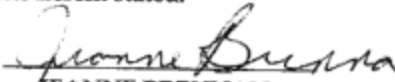
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AFFIDAVIT RE NOT DOING BUSINESS

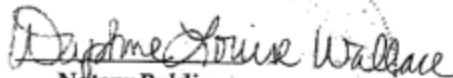
I, Jeanne Brennan, being of lawful age and after having been duly sworn, state that:

1. Jeffrey Epstein is and has been from the date of the filing of the Articles of Organization, a copy of which is attached hereto, the Sole Member of Thomas World Air, L.L.C. ("the Company").
2. I am and have been since January 22, 2010, the Manager of the Company.
3. I hereby confirm that the Company never did any business of any kind from the date of the filing of the Articles of Organization through the date of this statement and further state that the Company has no intention of doing any business in the foreseeable future.
4. I hereby further confirm that the Company did not do business and does not intend to do business because it is a holding company, which was not and is not intended to be used for any type of business.
5. I hereby further confirm that the Company will not do any business of any kind prior to applying for and obtaining a United States Virgin Islands Business License, a copy of which will be delivered to the Bank.
6. The Company requires a bank account for the purpose of paying its expenses.
7. I have personal knowledge of the facts herein stated.


JEANNE BRENNAN

IN WITNESS WHEREOF the parties have signed and sealed this agreement this 1ST day of NOVEMBER, 2011.

SUBSCRIBED AND SWORN to me this 1ST day of NOVEMBER, 2011.


Notary Public
NOTARY PUBLIC
Name: *Daphne Louise Wallace*
My Commission Exp: January 6, 2014
NP Commission # NP-007-10
St. Thomas/St. John, USVI District

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GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

-0-
CHARLOTTE AMALIE, ST. THOMAS, VI 00802

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF EXISTENCE

To Whom These Presents Shall Come:

I, OSBERT E. POTTER, Lieutenant Governor of the Virgin Islands, do hereby certify:

That **THOMAS WORLD AIR, LLC** filed Articles of Organization with the Office of the Lieutenant Governor on **September 19, 2008** and the Company is duly organized under the laws of United States Virgin Islands;

That the duration of this Limited Liability Company is unlimited;

That the company has paid all applicable fees to date; and

That Articles of Termination have not been filed by the company.

In Witness Whereof, I have hereunto set my hand and affix the seal of the Government of the United States Virgin Islands, at Charlotte Amalie, this 3rd day of December, A.D. 2015.



OSBERT E. POTTER
Lieutenant Governor of the Virgin Islands



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THOMAS WORLD AIR, LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") of THOMAS WORLD AIR, LLC (the "Company") is made and entered into, effective for all purposes and in all respects as of the 22nd day of January, 2010, (the "Effective Date"), by the undersigned parties.

WHEREAS, a limited liability company has been formed under the name THOMAS WORLD AIR, LLC for the purposes set forth in Paragraph 4 hereof, pursuant to the United States Virgin Islands Uniform Limited Liability Company Act (Title 13 of the Virgin Islands Code, Chapter 15, § 1101 et seq. (1998)), as amended (the "Act"), and other applicable laws of the United States Virgin Islands; and

WHEREAS, the undersigned for himself and any other persons who may become members of the Company in accordance with the terms of this Agreement and the Act (hereinafter referred to as a "Member" or "Members"), desires by this Agreement to set forth certain provisions regarding the Company's capitalization, operation, management and profit and loss allocation, among other things.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound, hereby covenant and agree as follows:

1. Definitions.

(A) "Act" shall mean the United States Virgin Islands Uniform Limited Liability Company Act (Title 13 of the Virgin Islands Code, Chapter 15, § 1101 et seq. (1998)), as the same may be amended from time to time.

(B) "Agreement" shall mean this Operating Agreement and Exhibit A attached hereto, as originally executed and as amended from time to time in writing.

(C) "Capital Account" shall, with respect to each Member, mean and refer to the separate "book" account for such Member to be established and maintained in all events in the manner provided under, and in accordance with, Treasury Regulation § 1.704-1 (b)(2)(iv), as amended, and in accordance with the other provisions of Treasury Regulation § 1.704-1 (b) that must be complied with in order for the Capital Accounts to be determined and maintained in accordance with the provisions of Treasury Regulation § 1.704-1(b)(2)(iv). In furtherance of and consistent with the foregoing, a Member's Capital Account shall include generally, without limitation, the Capital Contribution of a Member (as of any particular date), (i) increased by the Member's distributive share of profits, income and gain of the Company (including, if such date is not the close of the Company Accounting Year, the distributive share of profits, income and gain of the Company for the period from the close of the last Company Accounting Year to such date), and (ii) decreased by the Member's distributive share of losses and deductions of the Company and distributions by the Company to such Member (including, if such date is not the close of the Company Accounting Year, the distributive share of losses and

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deductions of the Company and distributions by the Company during the period from the close of the last Company Accounting Year to such date). For purposes of the foregoing, distributions of property shall result in a decrease in a Member's Capital Account equal to the agreed fair market value of such property distributed (less the amount of indebtedness, if any, of the Company which is assumed by such Member and/or the amount of indebtedness, if any, to which such property is subject, as of the date of distribution) by the Company to such Member.

(D) "Capital Contribution" or "Capital Contributions" shall mean and refer to the amount of cash, and/or the agreed fair market value of property (less the amount of indebtedness, if any, of such Member which is assumed by the Company and/or the amount of indebtedness, if any, to which such property is subject, as of the date of contribution, without regard to the provisions of Code Section 7701(g)), actually contributed by a Member to the capital of the Company, as well as any additional contributions actually made pursuant to this Agreement, including, but not limited to, any amounts paid by a Member (except to the extent indemnification is made by another Member) in respect of any claims, liabilities or obligations against the Company and/or pursuant to any guaranty of Company indebtedness or otherwise by such Member.

(E) "Code" shall mean the Internal Revenue Code of 1986, as amended. All references herein to Sections of the Code shall include any corresponding provision or provisions of succeeding law.

(F) "Company" shall refer to THOMAS WORLD AIR, LLC.

(G) "Company Accounting Year" shall mean and refer to the accounting year of the Company, ending December 31 of each year.

(H) "Company Assets," at any particular time, shall mean and refer to the Company Property (as hereinafter defined) and any other assets or property (tangible or intangible, choate or inchoate, fixed or contingent) of the Company.

(I) "Company Interest" shall mean and refer to the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and the Act.

(J) "Company Property" shall mean and refer to all real estate and personal property owned by the Company, together with all rights, privileges, interests, easements, improvements, hereditaments and appurtenances now or hereafter belonging or appertaining thereto.

(K) "Exhibit A" shall mean and refer to the original Exhibit A to this Agreement, relating to the names, addresses and Percentage Interests of the Members.

(L) "Member" or "Members" shall mean and refer to those persons and/or entities designated as such on Exhibit A attached hereto, either individually or collectively, who are the equity owners of the Company.

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(M) "Net Cash Flow" of the Company shall mean all cash receipts of the Company on hand from time to time (including, without limitation, the proceeds of any loans, gross sales proceeds and the cash Capital Contributions of the Members), less the total cash disbursements of the company (including, without limitation, operating expenses and capital expenditures of the Company and repayments of any loans, including those from any Member(s)), and less any working capital cash reserve(s) which the Members deem necessary for the efficient conduct of the Company.

(N) "Percentage Interest" of a Member shall mean the percentage participation in the Company of such Member as set forth opposite the name of such Member under the column "Percentage Interest" in Exhibit A attached hereto, as such percentage may be adjusted from time to time pursuant to the terms hereof.

(O) "Substitute Member" shall mean any person or entity who or which is admitted as a Member of the Company pursuant to Paragraph 12 hereof.

(P) "Term" shall mean and refer to the period of time that the Company shall continue in existence, which shall commence as of the Effective Date of its formation and be of unlimited duration.

(Q) "Manager" shall mean one or more managers. Specifically, "Manager" shall mean Jeanne Brennan or any other person or persons who succeed her in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

2. Name of Company. The name of the Company shall be "THOMAS WORLD AIR, LLC".

3. Formation of Company. The sole Member caused to be organized and formed a limited liability company under the laws of the United States Virgin Islands by the filing of the Articles of Organization of the Company (the "Articles") pursuant to the Act (on behalf of the Members and any Substitute Member(s)). This Agreement is subject to, and governed by, the Act and the Articles which were filed with the Office of the Lieutenant Governor, Corporate Division. In the event of a direct conflict between the provisions of this Agreement and either the mandatory provisions of the Act or the Articles, such mandatory provisions of the Act or the Articles, as the case may be, shall be controlling.

4. Company Purpose. The general purposes of the Company are to acquire, own, hold, develop, construct, lease, manage, operate and/or, if and when necessary or appropriate, sell or otherwise dispose of the Company Property (or any portion thereof), whether located in the U.S. Virgin Islands or elsewhere, and other real and personal property of any kind or nature and to engage in any and all activities incidental or related to the foregoing or otherwise engage in and do any act concerning any or all lawful businesses for which limited liability companies may be organized according to the Act.

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5. Principal Office; Resident Agent. The principal office of the Company shall be located at 6100 Red Hook Quarter, Suite B-3, American Yacht Harbor, St. Thomas, Virgin Islands 00802.

The mailing address for the Company shall be c/o Hodge & Francois, 1340 Taarneberg, St. Thomas, VI 00802.

The resident agent of the Company (the "Resident Agent") in the United States Virgin Islands for service of process shall be Denise Francois, who is a resident of the United States Virgin Islands, or such other person as may be designated by the Members. The address of the Resident Agent is Hodge & Francois, 1340 Taarneberg, St. Thomas, Virgin Islands, 00802.

6. Capital Contributions.

(A) Each Member shall contribute to the capital of the Company the amount set forth after the name of such Member in Exhibit A, and such Member shall receive appropriate credit to his or its Capital Account therefor.

(B) In the event that, at any time, additional funds are required by the Company, the then existing Members, shall have the right (but not the obligation) to either contribute additional capital, or to cause the Company to borrow such required funds (the "Additional Funds"), with interest payable at then-prevailing rates, from commercial banks, savings and loans associations and/or other lending institutions or other persons (including Members). It is the present intent of the parties to contribute any additional capital required by the Company in equal shares. However, in the event that all the Members do not agree to contribute additional capital, or to cause the Company to borrow additional capital, then one or more but fewer than all authorized Members, if able and willing to contribute additional capital, may do so, in which event the capital accounts of the Members shall be adjusted to reflect the reallocation of ownership to conform to the total capital contributions of all Members, including the additional capital contributed hereunder.

(C) No Member shall be required to make any Capital Contribution to the Company beyond the amounts set forth in this paragraph 6(A), except as may be agreed to by such Member in writing. Additional capital may be contributed to the Company, but only upon the written consent of all Members, except under the terms of the preceding paragraph.

(D) No Member (in his or its capacity as a Member) shall be personally liable for losses, costs, expenses, liabilities or obligations of the Company in excess of his or its Capital Contributions required under this paragraph 6, without such Member's prior written consent.

7. Allocation of Profit and Losses.

(A) "Profit" and "Loss" shall, for purposes of this paragraph 7, mean, for each fiscal year of the Company or other period, an amount equal to the Company's taxable

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income, gain, loss or deduction for such year or period, determined by the Company's accountants in accordance with Code Section 703(a), with the following adjustments:

(1) All income or gain of the Company that is exempt from Federal income tax and not otherwise taken into account in computing Profit and Loss pursuant to this subparagraph 7(a) shall be added to such taxable income, gain, loss or deduction.

(2) Any expenditure of the Company described in Code Section 705(a)(2)(B) or treated as an expenditure described in such Section and not otherwise taken into account in computing Profit and Loss pursuant to this paragraph 7 shall be subtracted from such taxable income, gain, loss or deduction.

(B) Except as otherwise set forth in subparagraph 7(C) hereof, the distributive shares of each item of Profit, Loss, deduction, credit or basis of the Company for any Company Accounting Year or other period shall be allocated to the Members, pro rata, in proportion to their respective Percentage Interests.

(C) The Members, with the review and concurrence of the Company's accountants, may allocate taxable income, gain, loss, credit and deduction (or items thereof) arising in any Company Accounting Year in a manner other than as provided in subparagraph 7(B) hereof if, and to the extent that, the allocations otherwise provided under this paragraph 7 would not be permissible under Code Sections 704(b) and/or 704(c). Any allocation made pursuant to, and in accordance with, this subparagraph 7(C) shall be deemed to be a complete substitute for the allocation otherwise provided in subparagraph 7(B) hereof, and no amendment of this Agreement or approval of any Member shall be required with respect thereto, and each Member shall, for all purposes and in all respects, be deemed to have approved any such reasonable allocation.

(D) If a Company Interest is transferred or assigned during a Company Accounting Year, that part of any item of Profit, Loss, income, gain, deduction, credit, basis or tax incidents allocated pursuant to this paragraph 7 with respect to the Company Interest so transferred shall, in the reasonable discretion of the Members, be allocated between the transferor and the transferee in proportion to the number of days in such Company Accounting Year during which each owned such Company Interest, as disclosed by the Company books and records.

8. Distribution of Net Cash Flow. Except to the extent that Net Cash Flow shall be distributed upon termination of the Company pursuant to subparagraph 14(B) hereof, the Net Cash Flow of the Company shall be paid or distributed annually during each Company Accounting Year (or more or less frequently if the Members deem it advisable) to the Members, pro rata, in proportion to their respective Percentage Interests.

9. Legal Title to Company Assets. Legal title to the Company Assets shall be held in the name of the Company, or in any other manner which the Members determine to be in the best interest of the Company. Without limiting the foregoing grant of authority, the Members may cause the Company to take and hold title, or arrange to have title taken and held in the name of others, as trustees or nominees for and on behalf of the Company.

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10. Management.

(A) The business and affairs of the Company shall be managed by its Manager or Managers. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement or the Act.

(B) Number, Tenure and Qualifications. The Company shall initially have one (1) Manager. The number of Managers of the Company may be changed from time to time by the affirmative vote of Members holding at least a majority interest. In no instance shall there be less than one Manager. Each Manager shall hold office until he or she resigns or is removed pursuant to Section 10(K). Managers shall be appointed by the affirmative vote of Members holding at least a majority interest. Managers need not be residents of the Virgin Islands or Members of the Company.

(C) Certain Powers of Manager. Without limiting the generality of Section 10(A), and subject to the provisions of Section 10(B), the Manager shall have power and authority, on behalf of the Company:

- (1) Upon the affirmative vote of Members holding at least a majority interest, to acquire property from any Person as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person.
- (2) Upon the affirmative vote of Members holding at least a majority interest, to borrow money for the Company from banks, other lending institutions, the Managers, Members, or Affiliates of the Managers or Members on such terms as the Members deem appropriate, and in connection with such borrowing, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager.
- (3) To purchase liability and other insurance to protect the Company's property and business.
- (4) To hold and own any Company real and personal property in the name of the Company.

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- (5) To invest, in the name and for the benefit of the Company, any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.
 - (6) To execute on behalf of the Company instruments and documents, including, without limitation: (a) instruments and documents having a value of \$2,000.00 or less, including but not limited to checks, drafts, notes, and other negotiable instruments; (b) mortgages or deeds of trust, security agreements, financing statements; (c) documents providing for the acquisition, mortgage, or disposition of the Company's property, including without limitation, quitclaim or warranty deeds; (d) assignments; (e) bills of sale; (f) leases; (g) partnership agreements; (h) agreements granting or accepting easements, including agreements assuming duties or obligations related thereto; (i) operating agreements of other limited liability companies; and (j) any other instruments or documents necessary, in the reasonable opinion of the Manager, to the ordinary conduct of the business of the Company. Any transaction having a value exceeding \$2,000.00 shall require the written approval of a majority of the Members' percentage interests.
 - (7) To employ accountants, legal counsel, surveyors, appraisers, realtors, managing agents or other experts to perform services for the Company and to compensate them from Company funds.
 - (8) Except as otherwise provided in this Agreement, to enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve.
 - (9) To do and perform all other acts as may be necessary or appropriate to the ordinary conduct of the Company's business.
- (D) Unless authorized to do so by this Operating Agreement or by a Manager or Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.
- (E) Limitations on Authority. Notwithstanding any other provision of this Operating Agreement, the Manager shall not cause or commit the Company to do any of the following without the express written consent of the Members holding a majority interest in the Company:
- (1) Incur an expense or invest capital exceeding \$2,000.00 for any single transaction,

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- (2) Sell or otherwise dispose of any Company real property,
- (3) Mortgage, pledge, or grant a security interest (collectively "pledge") in any property of the Company,
- (4) Incur or refinance any indebtedness for money borrowed by the Company, whether secured or unsecured and including any indebtedness for money borrowed from a Member if, after such mortgage, pledge or grant, the aggregate indebtedness of the Company would exceed \$2,000.00.
- (5) Incur any liability or make any single expenditure or series of related expenditures in an amount exceeding \$2,000.00.
- (6) Construct any capital improvements, repairs, alterations or changes involving any amount in excess of \$2,000.00.
- (7) Lend money to or guarantee or become surety for the obligation of any person.
- (8) Compromise or settle any claim against or inuring to the benefit of the Company involving an amount in controversy in excess of \$2,000.00.
- (9) Enter into any agreement regarding an easement for the benefit of or upon real property owned by the Company.

(F) **Liability for Certain Acts.** The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, intentional breach of this Operating Agreement or a wrongful taking by the Manager.

(G) **Managers and Members have No Exclusive Duty to Company.** The Manager shall not be required to manage the Company as such Manager's sole and exclusive function and such manager (and any Manager or Member) may have other business interests and may engage in other activities in addition to those relating to the Company.

(H) **Bank Accounts.** The Manager may from time to time open bank accounts in the name of the Company, and each Manager shall be a sole signatory on such accounts, unless the Manager, or the Members by majority vote, determine otherwise.

(I) **Indemnity of the Manager, Employees and Other Agents.** The Company shall indemnify the Manager and make advances for expenses to the maximum extent permitted under the Act, except to the extent the claim for which indemnification is sought results from an act of fraud, deceit, gross negligence, willful misconduct, intentional breach of this Operating Agreement or a wrongful taking by the Manager.

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The Company shall indemnify its employees and other agents who are not Managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by Members owning a majority interest.

Notwithstanding any other provision of this Operating Agreement, no Manager shall be liable to any Member or the Company with respect to any act performed or neglected to be performed in good faith and in a manner which such Manager believed to be necessary or appropriate in connection with the ordinary and proper conduct of the Company's business or the preservation of its property, and consistent with the provisions of this Operating Agreement. The Company shall indemnify the Manager for and hold him harmless from any liability, whether civil or criminal, and any loss, damage, or expense, including reasonable attorneys' fees, incurred in connection with the ordinary and proper conduct of the Company's business and the preservation of its business and property, or by reason of the fact that such person is or was a Manager; provided the Manager to be indemnified acted in good faith and in a manner such Manager believed to be consistent with the provisions of this Operating Agreement; and provided further that with respect to any criminal action or proceeding, the Manager to be indemnified had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that indemnification is not available. The obligation of the Company to indemnify any Manager under this Operating Agreement shall be satisfied out of Company assets only, and if the assets of the Company are insufficient to satisfy its obligation to indemnify any Manager, such Manager shall not be entitled to contribution from any Member.

(J) Resignation. Any Manager of the Company may resign at any time by giving written notice to all Members of the Company. The resignation of any Manager shall take effect upon receipt of notice of such resignation or at such later time as shall be specified in such notice; and, unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Member's rights as an equity owner.

(K) Removal. At a meeting called expressly for that purpose, or by consent of the Members in writing, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of Members holding Voting Interests which, taken together, exceed 50% of the aggregate of all Voting Interests other than Voting Interests of the Manager. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

(L) Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company shall be filled by the affirmative vote of Members holding a majority interest (determined without regard to any voting interest owned by a Manager who was removed pursuant to the previous subsection during the preceding 24 month period.) Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by affirmative vote of Members holding a majority interest.

(M) Right to Rely on the Manager. Any Person dealing with the Company may rely (without the duty of further inquiry) upon a certificate signed by any Manager as to:

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- (1) The identity of any Manager or Member;
- (2) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by any Manager or which are in any other manner germane to the affairs of the Company,
- (3) The Persons who are authorized to execute and deliver any instrument or document of the Company, or
- (4) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member's interest therein.

(N) Notwithstanding the provisions of subparagraph 10(A) hereof, it is understood and agreed that the following actions and/or decisions with respect to the management of the Company shall require the unanimous written consent of the Members:

- (1) the transfer, assignment or other disposition of any Company Assets in trust for the benefit of creditors;
- (2) Amendment of this Operating Agreement;
- (3) The filing of bankruptcy or similar reorganization;
- (4) The sale of all or substantially all of the Company's assets.

11. Books and Records.

(A) The Company shall keep its books and records at its principal office or at such other or additional offices (within or without the United States Virgin Islands) as the Members shall deem advisable.

(B) All decisions with respect to accounting matters, except as otherwise specifically set forth herein, shall be made by the Members.

(C) The Company may make all elections for Federal income tax purposes upon the unanimous decision of the Members.

12. Assignability of Company Interests. The sale, assignment, transfer, conveyance or other encumbrance of any Company Interest shall be permitted only upon unanimous vote of the Members.

13. Cessation of Membership. In the event of the death, resignation, retirement, withdrawal, expulsion, complete liquidation or dissolution or adjudication of bankruptcy or a Member, (except a member holding title to his or her interests as a tenant by the entirety) or other event specified under Virgin Islands law as an event effecting a member's dissociation, (a "Cessation Event"), such Member (the "Withdrawing Member") shall cease to be a Member in the Company, and; in such event, the Members

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other than the Withdrawing Member (collectively, the "Continuing Members"), for a period of ninety (90) days after the date of the Cessation Event, shall have the option (but shall not be obligated) to purchase (pro rata, in proportion to their respective Percentage Interests, unless they agree upon another proportion) all (but not less than all) of the Company Interest of the Withdrawing Member (the "Option Interest"). If fewer than all Continuing Members elect to exercise this option, those exercising the option shall be entitled to purchase the Withdrawing Member's share.

14. Dissolution and Termination of Company.

(A) The Company shall be dissolved, the Company Assets shall be disposed of, and its affairs wound up, upon the occurrence of the earliest of the following events:

(1) the occurrence of a Cessation Event; provided, however, that, if, within ninety (90) days after the occurrence of such Cessation Event, the remaining Members unanimously elect to continue the Company and the Company business, then (A) the Company shall not be dissolved, (B) the company and the Company business shall be continued, and (C) this Agreement shall be amended to reflect such continuation;

(2) the unanimous written consent of the Members of the Company; or

(3) the expiration of the Term; or

(4) the entry of a decree of judicial dissolution under the Act.

(B) The Company shall terminate when all the Company Assets have been disposed of (except for any liquid assets not so disposed of), and the net proceeds therefrom, as well as any other liquid assets of the Company, shall, unless otherwise required by the Act, be distributed as follows: (i) first, to the creditors of the Company for the payment or due provisions for the liabilities of the Company (including loans, if any, to the Company from Members), and (ii) second, to the Members, pro rata, in accordance with their respective positive Capital Account balances (after the allocation of all items of income, gain, loss, credit and deduction (or items thereof) under and pursuant to paragraph 7 hereof).

15. Indemnification of Organizers or Members.

(A) To the extent not inconsistent with the laws and public policies of the United States Virgin Islands, the Company shall indemnify, defend and hold harmless any organizer of the Company and any Member (and any affiliate thereof) from and against any and all claims, demands, liabilities, costs, damages and causes of action, of any nature whatsoever, arising out of or incidental to the organization and/or management of the Company's affairs, except where the claim at issue is based on fraud, gross negligence or willful misconduct.

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(B) The indemnification authorized by this paragraph 15 shall include, but not be limited to, payment of (i) reasonable attorneys' fees or other expenses incurred in connection with settlement or in any finally-adjudicated legal proceeding, and (ii) the removal of any liens affecting any property of the indemnitee.

16. Miscellaneous Provisions.

(A) The Members hereby agreed to execute and deliver all documents, provide all information and take or refrain from all such action as may be reasonably necessary or appropriate to achieve the purposes of this Agreement and the Articles.

(B) All notices provided for herein shall be in writing, hand delivered, with receipt therefor, or sent by certified or registered mail, return receipt requested, and first-class postage prepaid, or by overnight courier, to the address of the Member as shown in Exhibit A, unless notice of a change of address is given to the Company pursuant to the provisions of this subparagraph 16(B). Any notice which is required to be given within a stated period of time shall be considered timely if delivered or postmarked before midnight of the last day of such period. Any notice made hereunder shall be deemed effective for all purposes and in all respects when sent (or given) to any Member at the address set forth in Exhibit A hereof, or at such other address specified by a Member for which notice has been received by the Company in accordance with this subparagraph 16(B).

(C) This Agreement and the rights of the parties hereunder will be governed by, interpreted and enforced in accordance with the laws of the United States Virgin Islands, without regard to principles of conflicts of laws.

(D) This Agreement shall inure to the benefit of and bind the parties hereto, their respective estates, heirs, personal or legal representatives and (subject to the provisions of this Agreement relating to transferability) assigns.

(E) Unless the context clearly indicates otherwise, where appropriate the singular shall include the plural and the masculine shall include the feminine or neuter, and vice versa, to the extent necessary to give the terms defined herein and/or the terms otherwise used in this Agreement their proper meanings. The term parties hereto includes the undersigned and all subsequent signatories hereof.

(F) This Agreement and Exhibit A attached hereto and the Articles set forth all (and are intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the Company, the Company's business and the Company Assets, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, except as set forth herein.

(G) If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full.

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force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

(H) This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions herein relating to successors and assigns, and no other person or entity will have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

(I) The terms "bankruptcy" and "bankrupt," and derivations thereof, shall be deemed to refer not only to an adjudication of bankruptcy under the Federal Bankruptcy Report Act of 1978, but also to an adjudication of insolvency under any state or local insolvency statute or procedure.


(J) All amendments to this Agreement will be in writing and signed by all the Members.

(K) All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

(L) This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement as of the date first above written.

Member


Jeffrey E. Epstein
Sole Member

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THOMAS WORLD AIR, LLC OPERATING AGREEMENT

Exhibit A

<u>Member</u>	<u>Capital Contribution</u>	<u>Interest</u>
Jeffrey E. Epstein		100%

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TERRITORY OF THE UNITED STATES VIRGIN ISLANDS

ARTICLES OF ORGANIZATION
OF
THOMAS WORLD AIR, LLC

THE UNDERSIGNED ORGANIZER, for the purpose of forming a limited liability company under the laws of the Virgin Islands and particularly Title 13, Chapter 15 of Virgin Islands Code, hereby adopt the following ARTICLES OF ORGANIZATION for such corporation:

FIRST: The name of the Limited Liability Company is

THOMAS WORLD AIR, LLC

SECOND: The physical and mailing address of its initial designated office in the United States Virgin Islands is: c/o Hodge & Francois, 1340 Taarneberg, St. Thomas, V.I. 00802. The name and physical mailing address of its registered agent for service of process is: Denise Francois, Esquire, Hodge & Francois, 1340 Taarneberg, St. Thomas, V.I. 00802.

THIRD: The name and physical address of each organizer of the company is: Denise Francis, Hodge & Francois, 1340 Taarneberg, St. Thomas, V.I. 00802

FOURTH: The minimum amount of capital with which the company will commence business in the Virgin Islands is One Thousand Dollars (\$1,000.00),

FIFTH: The duration of the company is unlimited duration.

SIXTH: The company is Manager-Managed. The name and physical address of the initial manager is: Darren Indyke with a physical address of 1340 Taarneberg, St. Thomas, V.I. 00802. The mailing address of the Manager Darren Indyke is c/o Hodge & Francois, 1340 Taarneberg, St. Thomas, VI 00802

SEVENTH: Members of the company are not liable in their capacity as Members for the debts and obligations of the company.

GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS
-0-

OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF CORPORATION AND TRADEMARKS

5049 Kongens Gade

St. Thomas, Virgin Islands 00802-6467

Sept. 19, 2008 3:22pm

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CONSENT of AGENT for SERVICE of PROCESS

This writing witnesseth that the undersigned DENISE FRANCOIS having been designated by the limited liability company known as:

THOMAS WORLD AIR, LLC

as agent of the said company upon whom service of process may be made in all suits arising against the said company in the Courts of the Virgin Islands, does hereby consent to act as such agent, and that service of process may be made upon me in accordance with Chapter 15. Title 13 of the Virgin Islands Code.

IN WITNESS WHEREOF, I have hereunto set my signature this 19th day of

September, 2008.

Denise Francois

Denise Francois, Esquire
HODGE & FRANCOIS
1340 Taarneberg
St. Thomas, VI 00802
Tel. 340.774.6845

Subscribed and sworn to before me this 19th day of

September, 2008 at Charlotte Amalie, St. Thomas, U.S.

Virgin Islands.

Mark Hodge

Notary Public

My Commission Expires:

Mark Daniel Hodge

My Commission Expires:

April 20, 2012

LNP-008-08

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TERRITORY OF THE UNITED STATES VIRGIN ISLANDS

ARTICLES OF ORGANIZATION
OF
THOMAS WORLD AIR, LLC

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FOURTH: The minimum amount of capital with which the company will commence business in the Virgin Islands is One Thousand Dollars (\$1,000.00),

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GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS
-0-

OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF CORPORATION AND TRADEMARKS
5049 Kongens Gade

St. Thomas, Virgin Islands 00802-6497

Sept. 19, 2008 3:22pm

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Certificate of Deposit

ACCOUNT NO.

717-7178105695
03/11/2016

Branch
717 RED HOOK

28144

ACCOUNT HOLDER(S)
THOMAS WORLD AIR LLC

The amount of
Twenty-Five Thousand Dollars*****

PRINCIPAL AMOUNT	MINIMUM BALANCE REQUIREMENT	MATURITY DATE	INITIAL TERM	APY	RATE OF EARNINGS	FREQUENCY OF COMPOUNDING
\$25,000.00	\$2,500.00	03/11/2017	12 M	.700%	.700%	ANNUALLY

PAYMENT DISPOSITION CHECK CAPITALIZE CREDIT ACCOUNT IM 717-7171040305

28144

Control Number

SACHOON BLACKWOOD

Prepared by

Authorized Signature

Receipt for delivery of certificate is hereby acknowledged and the rate, term, and substantial withdrawal penalty applicable to this certificate has been explained.

TERMS AND CONDITIONS

Account Summary Section

See the top portion of this certificate.

Payment Frequency: ANNUALLY

General Section

This certifies that the Accountholder holds a savings account with the opening balance and for a term expiring at the maturity date shown hereon in FirstBank Puerto Rico (hereafter referred to as "the Bank").

In joint accounts (and/or) each depositor authorizes the other to pledge the account as collateral in a credit transaction with the Bank. All amounts currently deposited or hereafter deposited or credited to that account are and shall always be in the future, property of the depositors as joint and several creditors of the Bank, and the Bank can pay such amounts to anyone of the depositors as long as both of them are alive.

In the event of death, mental derangement or any type of incapability of depositor, the Bank shall act according to the law and regulations in effect on this matter.

The Bank is authorized to exercise, at the time this certificate becomes payable, the right to set-off against the funds evidenced by this certificate, any indebtedness or obligation to the Bank of any depositor or co-depositor.

Other Provisions

This account is subject to other terms and conditions established according to the type of account. See "Account Agreement" of this account.

Signature
x
Signature

Signature

Signature

BANK COPY

NA177EB 02/2002
YHNS-9020

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Certificate of Deposit

Certificate No. 717-7178105695

Interest Rate

- Your certificate will have an Interest Rate of .700% with an Annual Percentage Yield (APY) of .700% .
- The Annual Percentage Yield (APY) assumes principal amount remains on deposit until maturity.
- We guarantee the Interest Rate of your certificate until its initial maturity date.

Interest Credited

- Interest will be compounded annually.
- Interest can be paid in one of the following options:
 - Credited annually to the certificate or at the maturity date, whichever comes first.
 - Credited to an account held in our Bank at a term you select.
 - Paid by official check and sent to your mailing address.

Interest Calculation Method

- We use the Daily Balance Method to calculate the interest on your certificate.
- This method applies Daily Periodic Rate to the Daily Balance until maturity date.
- We accrue interest to your account starting on the opening date of your certificate.

Transaction Limitations

- At the maturity date, you may withdraw or deposit additional amounts to your certificate.

Minimum Balance Requirements

- You must deposit \$2,500.00 to open your certificate.

Early Withdrawal Penalties

- If you cancel your certificate before the maturity date, the following penalties will be applied according to the certificate term:

-Certificates with terms of 7 days to a year:

An amount equal to 003 months of interest accrued or earned, or the total interest accrued and/or earned as of the withdrawal date, whichever is less, based on the principal amount and the interest rate of the certificate since the opening date or last renewal date, whichever most recent.

-Certificates with terms of a year or more:

An amount equal to 006 months of interest accrued or earned, or the total interest accrued and/or earned as of the withdrawal date, whichever is less, based on the principal amount and the interest rate of the certificate since the opening date or last renewal date, whichever most recent.

- In case of death of any of the accountholders, no early withdrawal penalties will be charged.

Renewal Policy

- This certificate will mature on 03/11/2017. This certificate will be automatically renewed at maturity for the original term at the current rate at maturity date. You have a grace period of 10 calendar days, starting on the maturity date, to withdraw the funds without being charged a penalty.

- The terms and conditions indicated in this disclosure, in the Account Agreement, and our Privacy Policy brochure constitute the entirety of this Agreement between the Bank and the Depositor in regard to this Account.

- The Depositor certifies that he/she has received a copy of this Agreement, the Account Agreement, and our Privacy Policy brochure.

IN WITNESS THEREOF, the parties hereof subscribe this Agreement in RED HOOK, VI,
this 11 day of March, 2016.

FIRSTBANK PUERTO RICO

By: 
AUTHORIZED SIGNATURE


DEPOSITOR(S)

DEPOSITOR(S)


DEPOSITOR(S)

DEPOSITOR(S)

NA108E 10/2002
NNNS-C950

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CERTIFICATE OF DEPOSIT
TRANSACTION FORM

Prepared by
71706 / 41045
Authorized by
A-1370

CD IRA

New

Close

Deposit

Withdrawal

Branch
717

Account number
7178105696

Amount
\$25,000.00

Pen. Yin Prior Year? N Y IRA Code

Date: 03/11/2016

Effective Date: 03/11/2016

9621 FirstBank 9621
717
MAR 11 16
East End 9621
PICTD 9621

NA170E 6200
NANS 0813

Customer's Signature

Customer's Signature

Jeanne Bennett

[Signature]

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Virgin Islands

Limited Liability Company Letter and Security Agreement

Date 03/11/16

We the undersigned Members, Managers, or Officers of THOMAS WORLD AIR, LLC ("Company") located at 8203 LINDBERG BAY SUITE 3 ST THOMAS VI 00802

HEREBY CERTIFY that Company, a Limited Liability Company formed pursuant to USVI Law, (State Information)

is composed of the following Members: JEFFREY EPSTEIN

and the following Manager or Officer(s): JEANNE BRENNAN (Indicate Name of Manager or Name(s) or Title(s) of Officer(s))

To induce you in your discretion to act and rely hereon and on the signature of any of the designated present or future Managers, Members, Officers, employees or agents of Company ("Authorized Person(s)"), we agree and certify on behalf of Company as follows:

- 1. FirstBank ("Bank") is hereby designated as depository of Company, and any Authorized Person is authorized to deposit or designate for deposit any funds of Company in Bank at any of its branches. Bank may at any time refuse to accept and/or may return by ordinary mail or otherwise the whole or any part of a deposit.
2. The following duly appointed Authorized Person(s) JEFFREY EPSTEIN, JEANNE BRENNAN

signing SINGLY (For purposes of signing items, indicate e.g., singly, any two, etc.)

and their successors are hereby authorized to sign, by hand or by facsimile (including, but not limited to, computer generated) signature(s), checks, drafts, acceptances and other Instruments (hereinafter each collectively referred to as "Item(s)"). Notwithstanding the above, any Authorized Person is authorized singly to: (1) initiate Automated Clearing House ("ACH") debits without a signature; (2) initiate payments by use of Depository Transfer Checks ("DTC") without a signature other than the name of Company printed on the DTC; or (3) give Instructions, by means other than the signing of an item, with respect to any account transaction, including, but not limited to the payment, transfer or withdrawal of funds by wire, computer or other electronic means, or otherwise, of or money, credits, items or property at any time held by Bank for account of Company ("Instructions").

- 3. Bank is hereby authorized to honor and pay items, whether signed by hand or by facsimile (including, but not limited to, computer generated) signature(s). In the case of facsimile signatures, Bank is authorized to pay any item if the signature, regardless of how or by whom affixed, and whether or not the form of signature used on such item was actually prepared by or for Company, resembles the specimens filed with Bank by Company. Bank is further authorized to honor and pay DTCs, ACHs, Instructions, and other orders given singly by any Authorized Person, including such as may bring about or increase an overdraft and such as may be payable to or for the benefit of any Authorized Person or other Manager or Member or employee individually, without inquiry as to the circumstances of the issuance or the disposition of the proceeds thereof and without limit as to amount.

- 4. Bank is hereby authorized to accept for deposit, for credit, or for collection, or otherwise, items endorsed by any person or by stamp or other impression in the name or account number of Company without inquiry as to the circumstances of the endorsement or any lack of endorsement or the disposition of the proceeds.

- 5. The following Authorized Persons JEFFREY EPSTEIN (Indicate by name those authorized to effect Loans, Advances, etc.)

of Company, signing SINGLY (Indicate how notes, etc. are to be signed, e.g. singly, any two, etc.)

are hereby authorized to effect loans and advances and obtain credit at any time for Company from Bank (and guarantee on behalf of Company the obligations of others to Bank), secured or unsecured, and for such loans and advances and credit and guarantees to make, execute and deliver promissory notes and other written obligations or evidence of indebtedness of Company, applications for letters of credit, instruments of guarantee and any agreements or undertakings, general or specific, with respect to any of the foregoing, and as security for the payment of loans, advances, indebtedness, guarantees and liabilities of, or credit given to, Company or others to pledge, hypothecate, mortgage, assign, transfer, grant liens and security interests in, give rights with respect to, endorse and deliver property of any description, real or personal, and any interest therein and evidence of any thereof at any time held by company, and to execute mortgages, deeds of trust, security agreements, instruments of transfer, assignment or pledge, powers of attorney and other agreements or instruments which may be necessary or desirable in connection therewith; and also to sell to, or discount with, Bank, commercial paper, bills receivable, accounts receivable, stocks, bonds or any other securities or property at any time held by Company, and to that end to endorse, assign, transfer and deliver the same; to execute and deliver instruments or agreements of subordination and assignment satisfactory to Bank and also to give any orders or consents for the delivery, sale, exchange or other disposition of any property or interest therein or evidence thereof belonging to Company and at any time in the hands of Bank, whether as collateral or otherwise, and to execute and deliver such other agreements, instruments and documents and to do such other acts and things as may be necessary or desirable or required by Bank in connection with any of the foregoing and Bank is hereby authorized to honor, accept and execute any of the transactions described above.

- 6. That all loans, discounts and advances heretofore obtained on behalf of Company and all notes and other obligations or evidences thereof (the foregoing being referred to as "Obligations") of Company held by Bank are hereby approved, ratified, and confirmed.

- 7. Company does hereby give to Bank a continuing lien for the amount of any and all liabilities and obligations of Company to Bank and claims of every nature and description of Bank against Company, whether now existing or hereafter incurred, originally contracted with Bank and/or with another or others and now or hereafter owing to or acquired in any manner by Bank, whether contracted by Company alone or jointly and/or

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severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured (all of which are hereafter collectively called "Obligations") upon any and all moneys, securities and any and all other property of Company and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from Bank, its correspondents or agents from or for Company, whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into the possession of Bank in any way.

8. In case of conflicting claims or disputes, or doubt on Bank's part as to the validity, extent, modification, revocation or exercise of any of the authorities herein contained, Bank may, but need not recognize nor give any effect to any notice from any Manager or Member of Company, or from any other person purporting to cancel, restrict or change any of said authorities, or the exercise thereof, unless Bank is required to do so by the judgment, decree or order of a court having jurisdiction of the subject matter and of the parties to such conflicting claims or disputes.
9. Company agrees to be bound by the Terms and Conditions for Business Accounts and Services, currently in effect and as amended hereafter, as well as any signature card, deposit ticket, checkbook, passbook, statement of account, receipt, instrument, document or other agreements, such as, but not limited to, funds transfer agreements, delivered or made available to Company from Bank and by all notices posted at the office of Bank at which the account of Company is maintained, in each case with the same effect as if each and every term thereof were set forth in full herein and made a part hereof.
10. Subject to paragraph 10 above, all the foregoing authorities shall remain in full force and effect until revoked or limited by written notice to Bank provided that such notice shall not be effective with respect to any revocation or modification of said authorities until Bank shall have had a reasonable opportunity to act thereon and in no event prior to the receipt or the payment of money or the withdrawal of funds dated on or prior to the date of such notice, but presented to Bank after receipt of such notice and Bank is hereby authorized at all times to rely upon the last notice, certification or communication received by it as to the persons who from time to time may be signatories of Company, or as to their respective specimen signatures and/or as to any other Company matters, and Bank shall be held harmless in such reliance.
11. The Managers, Members, and Officers of Company, or any one or more of them are hereby authorized to act for Company in all other matters and transactions relating to any of its business with Bank including, but not limited to, the execution and delivery of any agreements or contracts necessary to effect the foregoing Resolutions.
12. Company hereby represents and warrants that none of the authorities herein contained are contrary to or inconsistent with any other agreements among Members of Company, or between Company and other parties.
13. Bank is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from honoring this Agreement.
14. The signature(s) below is/are the signature(s) of the Manager(s), if Company is manager-managed, the signature(s) of the Member(s) if Company is member-managed, or the signature(s) of the Officer(s) if Company is governed by a board of directors.

NOTE: In case the Manager, Member, or Officer is authorized to sign by the above provisions, this Agreement should be signed by a second Manager, Member, or Officer.

Very truly yours,

THOMAS WORLD AIR, LLC

Name of Company

8203 LINDBERG BAY SUITE 3 ST THOMAS VI 00802

Address

By: JEFFREY EPSTEIN



Title: MEMBER

(Manager, Member, or Official Title)

By: JEANNE BRENNAN



Title: MANAGER

(Manager, Member, or Official Title)

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SDNY_GM_00013289

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FirstBankPR000452

EFTA_00123932

EFTA01269136

CERTIFICATION OF BENEFICIAL OWNER(S)

The information contained in this Certification is sought pursuant to Section 1020.230 of Title 31 of the United States Code of Federal Regulations (31 CFR 1020.230).

Person opening an account on behalf of a legal entity must provide the following information: Account #
7171040305

1. First Name and title of Natural Person Opening Account JEFFREY		2. Last Name EPSTEIN		3. Middle Initial E	
4. Name and type of Legal Entity for Which the Account is Being Opened THOMAS WORLD AIR, LLC					
4a. Legal Entity Address 6100 Red Hook Quarter B3		4b. City St. Thomas	4c. State USVI	4d. ZIP/Postal Code 00802	

SECTION I

(To add additional individuals, see page 3)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

Check here if no individual meets this definition and complete Section II.

5. First Name Jeffrey		6. Last Name Epstein		7. M.I. E	8. Date of Birth 01/20/1953
9. Address 6100 Red Hook Quarter B3			10. City St. Thomas	11. State USVI	12. ZIP/Postal Code 00802
13. Country USA	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance: USA		15b. Country of Issuance: USA		16. Ownership % 100	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

SECTION II

Please provide the following information for an individual with significant responsibility for managing or directing the entity, including, an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions.

17. First Name Jeffrey		18. Last Name Epstein		19. M.I. E	20. Date of Birth 01/20/1953
21. Address 6100 Red Hook Quarter B3			22. City St. Thomas	23. State USVI	24. ZIP/Postal Code 00802
25. Country USA	26. SSN SSN (U.S. Persons/ Non-U.S. Persons)		27. Identification (SSN, Passport Number or other similar identification number)		
27a. State of Issuance: USA		27b. Country of Issuance: USA			

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, **JEFFREY EPSTEIN** (name of person opening account), hereby certify, to the best of my knowledge, that the information provided herein is true and correct. If any of the above mentioned information changes I agree to provide the financial institution written notification of such changes.

Signature: _____ Date: 02/11/2019
(MM/DD/YYYY)

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EFTA_00123933

EFTA01269137

Legal Entity Identifier(Optional): _____

NNNG-1618-0418

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SDNY_GM_00013291

EFTA_00123934

EFTA01269138

Additional Section 1 - Second Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Third Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Fourth Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

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Additional Section 1 - Fifth Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Sixth Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Seventh Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

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EFTA_00123936

EFTA01269140



Name and Address Maintenance Form (RM)

Branch: Waterfront-Platinum Banking

Customer Name: Thomas World Air LLC

Maintenance to: TBA All Records

The Customer Relationship The Following Accounts: Credit Card Account Number: _____

Account: 7171040305 Account: _____ Account: _____

Account: _____ Account: _____ Account: _____

Account: _____ Account: _____ Account: _____

Prepared by: J. Ge...	Authorized by:	Entered by:
Date: 2/26/2019	Date: 2/26/19	Date:

Instructions: Please complete only the section where the maintenance is needed.

NAME & LEGAL TITLE MAINTENANCE

Actual Name: Jeffrey E. Epstein

New Name: _____

New Legal Title: _____

BENEFICIARY OWNER RELATION CODE AND PERCENTAGE OF OWNERSHIP-RMHP SCREEN

Authorized Signer who is a Beneficial Owner = A-B _____%

Authorized Signer who is a Beneficial Owner and has significant responsibility = ACB 100%

Individual who is a Beneficial Owner = BEF _____%

Individual who is a Beneficial Owner and has significant responsibility = BCT _____%

Authorized Signer with significant responsibility for managing the legal entity (Control Prong) = A-C

Individual who has significant responsibility for managing the legal entity (Control Prong) = CRL

ADDRESS / TELEPHONE MAINTENANCE

Address1: _____ Also Residential Address? Yes No

Address2: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____ Extension: _____

Alternate Phone: _____ Alt. Phone Type: _____ Cellular Phone: _____ Do Not Call

E-mail Address: _____ Do Not Email

CUSTOMER PROFILE

Citizen: _____ Social Security: _____ Birth Date: _____

Primary ID: _____ ID Number: _____ Gender: _____

Secondary ID: _____ ID Number: _____ Off/Employer: _____

Employer: _____

Employee Since: _____ Occupation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Employer Phone: _____ Annual Gross: _____

Employment Status: _____

NAICS CODE (if apply): _____

By Branch Customer Signature _____ Customer Signature _____

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SDNY_GM_00013294

CONFIDENTIAL

FirstBankPR000457

EFTA_00123937

EFTA01269141

12 MONTHS BUS REG CD	717-7178105695	Sign. Req. 1 COM	Date: 11/2016
8203 LINDBERG BAY STE 3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME: [REDACTED] WORK: [REDACTED]	
Name: THOMAS WORLD AIR LLC		SSN: [REDACTED] ID Type: No. [REDACTED]	
Name:		SSN: ID Type: No.	
Name:		SSN: ID Type: No.	
Name:		SSN: ID Type: No.	
I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: SACHOON BLACKWOOD Authorized by: NA1016 87206 10415-001	

12 MONTHS BUS REG CD	717-7178105695	Sign. Req. 1 COM	Date: 11/2016
8203 LINDBERG BAY STE 3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME: [REDACTED] WORK: [REDACTED]	
Name: THOMAS WORLD AIR LLC		SSN: [REDACTED] ID Type: No. [REDACTED]	
Name: JEANNE BRENNAN-WIEBRACHT		SSN: [REDACTED] ID Type: DL No. [REDACTED]	
Name:		SSN: ID Type: No.	
Name:		SSN: ID Type: No.	
I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: SACHOON BLACKWOOD Authorized by: NA1016 87206 10415-001	

CONFIDENTIAL

SDNY_GM_00013295

CONFIDENTIAL

FirstBankPR000458

EFTA_00123938

EFTA01269142

12 MONTHS BUS REG CD	717-7178106	Sign. Req. 1 COM	Date: 11/2016
8203 LINDBERG BAY STE 3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME: (340)77 WORK:	
Name: THOMAS WORLD AIR LLC		SSN: [REDACTED]	ID Type: [REDACTED]
Name:		SSN: [REDACTED]	ID Type: [REDACTED]
Name:		SSN: [REDACTED]	ID Type: [REDACTED]
Name:		SSN: [REDACTED]	ID Type: [REDACTED]

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.

Prepared by: SACHOON BLACKWOOD
Authorized by: [Signature]

NA1016 92006 NANS-0001

12 MONTHS BUS REG CD	717-7178106895	Sign. Req. 1 COM	Date: 11/2016
8203 LINDBERG BAY STE 3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME: [REDACTED] WORK:	
Name: THOMAS WORLD AIR LLC		SSN: [REDACTED]	ID Type: [REDACTED]
Name: JEANNE BRENNAN-WIEBRACHT		SSN: [REDACTED]	ID Type: [REDACTED]
Name: [Signature]		SSN: [REDACTED]	ID Type: [REDACTED]
Name:		SSN: [REDACTED]	ID Type: [REDACTED]

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.

Prepared by: SACHOON BLACKWOOD
Authorized by: [Signature]

NA1016 92006 NANS-0001

12 MONTHS BUS REG CD	717-7178106895	Sign. Req. 1 COM	Date: 11/2016
8203 LINDBERG BAY STE 3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME: [REDACTED] WORK:	
Name: THOMAS WORLD AIR LLC		SSN: [REDACTED]	ID Type: [REDACTED]
Name: JEFFREY EPSTEIN		SSN: [REDACTED]	ID Type: [REDACTED]
Name: [Signature]		SSN: [REDACTED]	ID Type: [REDACTED]
Name:		SSN: [REDACTED]	ID Type: [REDACTED]
Name:		SSN: [REDACTED]	ID Type: [REDACTED]
Name:		SSN: [REDACTED]	ID Type: [REDACTED]

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.

Prepared by: SACHOON BLACKWOOD
Authorized by: [Signature]

NA1016 92006 NANS-0001

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EFTA_00123939

EFTA01269143