

Deutsche Bank

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Private Wealth Management

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Corporate Account Authorization and Terms and Conditions

Officer's Certificate

Account Number;

', the duly elected and acting

of Jeepers, Inc

. ((the "Corppration") Hereb^^ certify that:'

,(1) The foilovying resolutions were adopted by unaninnous consent of

thejBpard of birectors of the Corporation on the,

[or Si^-^WuA.*^ V ,^Q(3

RESOLVED, that any perspris designated by the t~p£. f^V C^-Cj-j ^

(A)

(B)

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the Corporation are authorized on behalf of the Corporation to:

Open and maintain one or more brokerage account(s) for and In the name of

the Corporation at Deutsche Bank Securities Inc. (referred

to herein as "DBSI") (Including any successor thereof);

Deposit, deliver, assign, withdraw and transfer funds, instruments and securities of any type;

Sell any securities owned by the Corporation;

Buy any securities in a cash account; and

Buy, sell and sell securities (including put and call options) short in a margin account; and (DELETE (E) IF INAPPLICABLE)

Execute all documents, and exercise and direct the exercise of all duties, rights, and powers, and take all actions necessary or

appropriate to perform the povvers enumerated above.

.FURTHER RESOLVED, that thej VV'g^ <5 ^ c3l-g.'^CI~

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^pf the Corporation ,shall certify in vyriting _any chariges in the ipowers, office or identity of those persons authorized to perform the pqqyers enurnerated above. DBSI may rely upon any such certificate of

authority furnished by the Corporation until written certification of any change In authority shall have been received by DBSI. Any past action in

accordance with this resolution Is hereby ratified and confirmed. The powers enumerated above pertain to securities of any type now or hereafter

held by the Corporation in Its own right or in any fiduciary capacity.

Powers previously certified by the Corporation shall not be affected by the dispatch or receipt of any other form of notice nor any change in the position with the Corporation held by any person so empowered. Any officer of the Corporation Is hereby authorized to certify these resolutions to whom It may concern.

(2)

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

(List name an^i:u:u:Qprate position)

Name

Signature

Position

Name

Position

Signature

Name

Signature

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

Position

CORP

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006420-022212

(3) ;the Corporation Js duly organized and existing under the Jaws ofjthe State of ^J.S ,

(actions authorized by the resold J^/n.tij^^'^

PPwers to take the)

(4) No action has been taken to rescind or amend said resolutions, and they are now In full force and effect.

(5) No one other than the Corporation shall have any Interest In any account opened and maintained in the name of the Corporation.

(6) THE TERMS AND CONDITIONS ON THE NEXT TWO PAGES CONTAIN A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 11.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the Corporatlon(this/

SEAL

(Signature of Certifying Officer
Certifyin

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(Narne of Certifying Officer}

(Cpj-p^rate tltje of Certifying
g^fflcer;

v

f

Please note: A second certifying off lc%r must sign if the first certifying off jeer Isone gfjheperspns Nsted ln_sect|pn_2.

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(day ofi^c^rWW Vi .^of ? .-^

Signature of Second Certifying Officer

Name of Second Certifying Officer

Corporate Title of Second Certifying Officer

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

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Terms and Conditions Corporate Accounts

Deutsche Bank Securities Inc. (referred to herein as "DBSI") accepts the Account of the client described In the attached certificate (the "Client").

The

term DBSI includes Its affiliates, officers, directors, agents and employees. Client understands that Pershing LLC Is the carrier of the Account as

clearing broker pursuant to a clearing agreement with DBSI.

Deutsche Bank Securities Inc. is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" or "Deutsche Bank affiliates" means Deutsche Bank AG and Its subsidiaries and affiliates. Each of Deutsche Bank AG and Its affiliates Is a separately Incorporated legal entity, none of which Is responsible for the obligations of the others.

"Securities and Other Property" shall Include, but shall not be limited to, money

and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof, owned by the Client or In which the Client has an interest. These terms and conditions shall be construed In accordance with the laws of the State of New York and the United States, as amended.

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

1. Confirmations, and Transmission of Instructions

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

except if DBSI's gross negligence caused the transmission error.

2. Cash Account

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

3. Short and Long Orders; Deliveries and Settlements

Client agrees that. In giving orders to sell, all "short" sales will be designated by it as "short" and all other sales will be designated by DBSI as "long." Client also agrees that DBSI may, at its discretion, immediately cover any short sales in the Account, without prior notice. In case of nondelivery

of a security, DBSI Is authorized to purchase the security to cover Client's position and charge any loss, commissions and fees to the Account. Client agrees that if DBSI fails to receive payment for securities Client has purchased, DBSI may, without prior demand or notice, sell those securities or other property held by DBSI In the Account and any loss resulting therefrom will be charged to the Account. Client authorizes DBSI, at Its discretion, to request and obtain extension(s) of Client's time to make payment for securities Client purchased, as provided for by Federal Reserve Bank Regulation T.

4. Liens

Client hereby grants to DBSI and Its Affiliates a security interest in and lien upon all Securities and Other Property in the possession or control of DBSI, any of Its Affiliates or Pershing, in which Client has an Interest (held Individually, jointly or otherwise) (collectively all such Securities and

Other Property are referred to herein as "Collateral") in order to secure any and all Indebtedness or any other obligation of Client to DBSI and Its Affiliates or Pershing (provided that such indebtedness or obligation to Pershing arises In connection with this Agreement) (collectively, all such obligations are referred to herein as the "Obligations"). Clients who are joint accountholders ("Joint Accountholders") acknowledge and agree that pursuant to this lien, the Collateral shall Include Securities and Other Property held In the Account or any other account held by either Joint Accountholder with DBSI or its Affiliates (whether individually, jointly or otherwise) and shall secure any and all Obligations of each Joint Accountholder to DBSI and its Affiliates. DBSI (or Pershing, at DBSI's instruction) may, at any time and without prior notice, sell, transfer, release,

exchange, settle or otherwise dispose of or deal with any or all such Collateral in order to satisfy any Obligations. In enforcing this lien, DBSI shall

have the discretion to determine which Securities and Other Property to apply for the purposes of the foregoing. Notwithstanding the foregoing, nothing herein shall be deemed to grant an Interest in any Account or assets that would give rise to a prohibited transaction under Section 4975(c) (1)(B) of the Internal Revenue Code of 1986, as amended, or Section 406(a){i)-(B) of the Employee Retirement Income Security Act of .1974, as amended. Securities and Other Property held In Client's retirement account(s) maintained by DBSI, which may include IRAs or qualified plans, are not subject to this lien and such Securities and Other Property may only be used to satisfy Client's indebtedness or other obligations related to Client's retirement account(s).

5. Authority to Borrow

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

6. Interest Charges

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

7. Credit Information and Investigation

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

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8. Satisfaction of Indebtedness

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

9. L^{an} or Pledge of Securities and Other Property

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

10. Aggregation of Orders and Average Prices

Client authorizes DBSl, at its discretion, to aggregate orders for the Account with other customer orders. Client recognizes that In so doing. It may

receive an average price for its orders that may be different from the prlce(s) it might have received had Its orders not been aggregated. Client understands that this practice may also result In Its orders being only partially completed.

11. Arbitration

- This section of the Agreement contains the predispute arbitration agreement between us. By signing this Agreement, we agree as follows:

(i) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed;

(ii) Arbitration awards are generally final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited;

(iii) The ability of the parties to obtain documents, witness statements and other discovery is generally limited in arbitration as compared to court proceedings;

(hr) The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least twenty (20) days prior to the first hearing date;

(v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry;

(vi) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for

arbitration may be brought iri court; and

(vii) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

- Client agrees to arbitrate with DBSI any controversies which may arise, whether or not based on events occurring prior to the date of this agreement,lncluding any controversy arising out of or relating to any

account with DBSI, to the construction, performance or breach of any agreement, or any duty arising from any agreement or other relationship with DBSI, or to transactions with or through DBSI, only before the Financial Industry Regulatory Authority, Inc., or any exchange of which DBSI is a member, at Client's election. Client agrees that Client shall make Client's election by registered mail to Deutsche Bank Securities Inc., Compliance Department - Attention: Director of Compliance, 60 Wall Street, 23rd Floor, Mail Stop NYC60-2330, New York, NY 10005-2836. If Client's election is not received by DBSI within ten (10) calendar days of receipt of a written request from DBSI that Client make an election, then DBSI may elect the forum before which the arbitration shall be held.

- Neither DBSI nor Client waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such

forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

important Disclosures for Your Records

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

Securities Investor Protection Corporation ("SIPC")

Securities held by our clearing broker, Pershing LLC, for your account are protected up to the total net equity held in the account. Of this total, SIPC provides \$500,000 of coverage, including \$100,000 for claims for cash awaiting reinvestment. The remaining coverage is provided by Pershing through a commercial insurer. SIPC protection applies when the SIPC member firm through which you hold your investments fails financially and is unable to meet its obligations to securities clients, but SIPC protection does not protect against losses attributable to the rise and fall in the market

value of investments. A small number of client accounts are not carried on Pershing's books due to specific account factors. These accounts are covered under DBSI's SIPC membership. DBSI does not provide coverage in excess of SIPC coverage. Certain investments, such as commodity futures contracts and currency, are ineligible for SIPC protection. For additional information on SIPC, see www.SIPC.org or call the SIPC public information number, (202) 371-8300.

Payment for Order Flow

DBAB receives payment when it routes for execution certain orders in certain securities. The determination as to where to route orders is based on several factors, consistent with DBSI's obligation to provide best execution for all client orders. Because several factors are considered with respect to such determinations, DBSI could potentially secure price improvements on such orders by routing them in a different manner and all such orders

potentially could be executed at prices superior to the best bid or best offer. Payment is received by DBSI in the form of rebates, or credits against exchange fees, and specialist fees. Details will be furnished upon written request.

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ARTICLES OF INCORPORATION

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WC) the undersigned, for the purposes of associating to establish a corporation for the transaction of the business and the promotion and conduct of the objects and purposes hereinbefore stated, under the provisions and subject to the requirements of the laws of the Virgin Islands of the United States (hereinafter called the Virgin Islands), and particularly the General Corporation Law of the Virgin Islands (Chapter 1, Title 13, Virgin Islands Code), as the same may be amended from time to time, do make and fix these Articles of Incorporation in writing and do certify; the name of the corporation (hereinafter called the "corporation") is JEEPERS, INC.

ARMEII

The principal office of the corporation in the Virgin Islands is located at 4 M2 Slongens Cade.

St, Thomas, VI, and the name of the resident agent of the corporation at that address is Barbara

Mignon Weatherly,

Without limiting in any manner the scope and generality of the allowable functions of the

corporation, it is hereby provided that the corporation shall have the following purposes, objects and

purposes:

1,

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3,

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To engage in any lawful undertaking or business.

To engage in any commercial, industrial, agricultural, marketing, transportation, or

service activity, business, or enterprise calculated or designed to be profitable to the

corporation.

To design, develop, manufacture, construct, assemble, install, repair, maintain,

prepare and compound and to buy, sell, import, export, and otherwise deal in

commercial, industrial, agricultural, or other instruments, appliances, tools,

machinery, equipment, parts, supplies, accessories, devices, preparations, compounds, and articles, and goods, wares, and merchandise of every kind; to

maintain and operate laboratories and testing facilities of every kind and to carry on

the business of analysts, testers, examiners, advisors, and technical consultants with

respect to materials, equipment, and processes of every kind and to carry on

research
and experiments with respect therex).

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Article's Of Ipcoiporatiojti

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10 acquire, hold, maintain, and operate such plajits wt,rk.}inncc:
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buildings, equipment, vehicles, and vessels as ntv .rrt T r T'
comiuct ofthe business hereinrefcmsgsdtranLorL r

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To purchase, orothemise acquire, take bv devise hnW nam ^

enjoy or otherwise lum to account a« S^

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in goods, wares. and^eSS*

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9.

To boiTow or raise money to any amount pcnxiitted by law by the sale or

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of

Articles of Incorporation

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relation to the foregoing business with any person, firm, association,
corporation, or
government or governmental agency.

to conduct its business in the Virgin Islands and elsewhere
in the United States and
foreign countries and to have offices within or outside the Virgin Islands
and to hold,
purchase, mortgage, and convey real and personal property within or outside
the
Virgin Islands.

12.
To do all and everything necessary, suitable and proper for the
accomplishment of
any of the purposes or the attainment of any of the objects or the exercise of
any of
the powers herein set forth, either alone or in connection with other firms,
individuals, associations, or corporations in the Virgin Islands and
elsewhere in the
United States and foreign countries, and to do any other acts or things
incidental or
appurtenant to or growing out of or connected with the said business,
purposes,
objects, and powers or any part thereof not inconsistent with the laws of
the Virgin
Islands, and to exercise any and
powers now or hereafter conferred or hereafter
hereby or not.

The purposes, objects, and powers specified in this Article shall not be
limited or restricted
by reference to the terms of any other subdivision or of any other Article
of these Articles of
Incorporation.

ARTICLE IV

The total number of shares of stock, which the corporation is authorized to
issue is \$ 1,000
shares of common stock of no par value; no preferred stock is authorized.
The minimum amount of capital with which the corporation will commence
business is
\$1000.00.

The name and place of residence of each of the following;

Barbara Mignori
2-21 Bonne Esperance
St, Thomas, Virgin Islands
the corporation as

09/29/2803 3 12m.

,34S-77 4-20.38.

PAUL f-itlFFM® Pe

Articles of incorporation

Biige4

Ena Sinwn

Mary R. Weber

14^100 Anna'9 Retreat

St- Tt0iiias, Virgin Islands

22-18 Mandahl

St. Thotn^, V irgin Islands

The corporation is to have perpetual existence.

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The corporation is to fee ujiiimited in the amount of indebtetdiess to

T;^ldch it shjdl at any time

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For the management of the business aad for the'conduct ofthe affairs ofthe coiporation, and

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12.

The

number of directors of the corporation shall be fixed by, or in; the manner provided in the By-I,aws, but in no case ahaK the ^nuttibBf be less than ifcree. The

diirectors need not be stockholders,

|

In fiirthei'ance and not in limitation of the powers conferred by the Iaw.s ofthe Virgin

Islands, and subject at all times to.the piovisions thereof, the Board of Directors is

expressly autiiori;rad and empowei-ed;

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a) " Subject to the right ofa majority of the stockholders lo.amend, repeal, alter

or modify the By-Laws at any r<;gu}ar meeting, or at atiy special nieeting called for such purposes, to make, alter- and repeal By-Laws, not inconsistent

with any existing law, fixing or altering the mai.iageroent ofthe property of the corporation, the goveming of its affairs, aod tlie manner of certificadon and transfer of its stock.

b)

To autliorize and issue obligations ofthe cotpomtion, aectired and unsecured, to include therein such provfsioils as to redeemiability, .convertibility or k\ further creation, definition, linutatioD,, andregulation ofthe powert;

of the corporation and of its
directors and stockholders, it is further provided:

Articles of Incorporation

Page 5

To amend the articles of incorporation, and to abolish such re^{trm.},TM
coramw^{i^},, fi^{rT}, 'VaprKot, for expansion of the business of the
corporation not exceeding five (5) years.'

MJC corporation

miSL. HOFFMAN PC

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Articks of tocoiporation

Page 6

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To exercise all the powers of the company, subject to the provisions of this law, by these Articles of Incorporation or by the By-Laws of the corporation, upon the stockholders.

law or by the Board of Directors.

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of the first three articles of the

constitution in which he served as a director of

corporation against any sums or

fees or damages actually and necessarily incurred by or

in connection with the prosecution of any such

proceeding, or in connection with any such

action, shall not be deemed to constitute a

waiver of the right of the director to be

indemnified under this Article.

Nothing in this Article shall be deemed to

limit the right of a director to be indemnified

under any other law, or to be indemnified

under any other provision of law, or to be indemnified

under any other provision of law.

"If any

director of any

corporation, shall be indemnified by the

corporation (whether or not such indemnification

is provided for in the articles of incorporation,

bylaws or any other instrument),

nothing in this

Article shall

be deemed to constitute a

waiver of the right of the director to be

indemnified under

any other law, or to be indemnified under

any other

provision of

law.

Nothing in this

Article shall be deemed to constitute a

waiver of the

right of the

Articles of Incorporation

Page 7

TERRITORY OF THE VIRGIN ISLANDS)

DIVISION OF ST. THOMAS & ST. JOHN)

The foregoing instrument was acknowledged before me this

Barbara Mignon Weatherly, Ena Simon and Mary R. Winiw

Notary Public

PAUL HOFFMAN

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day of August, 2003 by

CERNFLCATEOFAPPOJNTMiMI

OF RESIDENT AGENT OF

JEEPERS. IMC.

directors of the Corporation on June

I, Jeffrey Epstein; President of Jeepers Inc, ("The Corporation") certify

that the board of

directors, did unanimously consent to the adoption of the

following resolution

Resolved, that Maika Tankenson Holder, 1340 Taamebers, St Thomas, Virgin

Islands

(340) 774-6845, be and is hereby appointed to serve as resident agent

for the Corporation of legal

process in the U.S; Virgin Islands with full authority to accept the

service of legal process on behalf

of the Corporation. |

DATED: this

2005

Jeffrey Epstein; President

TRUE COPY

Cecile DeJongle Secretary

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Jeffrey S. Secretary

UNANIMOUS CONSENT OF

BOARD OF DIRECTORS OF

INLANDER'S MEETING

The Board of Directors of Jeepers, Inc. (hereinafter "the Corporation") pursuant to the provisions of Title 13 V.C. 67b., unanimously resolved to take the following action, on this

day of June, 2005.

In accord with the provisions of Title 13 V.C. Section 52, it is hereby RESOLVED, that Maria Tankenson Hodge, 1340 Taameberg, St. Thomas, Virgin Islands

00802, (340) 174-6845, be and hereby is duly appointed to serve as resident agent for service of

legal process in the U.S. Virgin Islands with full authority to accept the service of legal process on behalf of the Corporation.

Dated this 1st day of June,

2005

Jeffrey E. Eps

Darren Indyke, Director

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PAfSE 02

GOVERNMENT OF

THE vmmn tsuws op THE UNITED STATES

CHAftLpTte AMMIE. ST. THOMAS

I the undersigned, LIEUTENANT GOVERNOR, do hefeby certify that
JEEPERS, INC.

of the Virgin Matods fiied in my ofBce oa - A.M?Jst 18>_2003 ^ provided
for by law, Artieles p| jfncoiporatioA, diily ackMowiedged:

WHEREFORE the persons aamed in the said Articles; mi who havl
signed tlje game, and their successors^ are hereby declared to be from the
date aforesaid, a corporation by the name and for the if^iirposes set forth
in

said Articles, with the right of succession as tbctrein stated.

Witness my hai^a anti tiie Seal of the Geverrntnent

ofthe Virgin Islands of the-Unitjs^ States, at Charlotte

AmalieK St Thonias, this • ... 2ath day ol

August.f A.D .

20lli_.

"SAVE A. .RICHARDa

Ueutenant Gkivemor for the Vtrgtu Viands

'1^

THE UNITED STATES VIRGIN ISLANDS;
OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF CORPORATIONS AND TRADEMARKS
504 Kingens Gade
Charlotte Amalie, Virgin Islands 00802
Phone-340.776.8515
Fax-340.776.4612
1105 King Street
Christiansted, Virgin Islands 00820
Tel: 340.773.1449
Fax: 340.773.0330
AUSMT26, 2013:

CERTIFICATION OF GOOD STANDING

This is to certify that the corporation, known as JEEPERS, INC. filed
Articles of Incorporation in the Office of the Lieutenant Governor on AUGUST 18, 2003 that a
Certificate of Incorporation was issued by the Lieutenant Governor on
AUGUST 20, 2003 authorizing the said corporation to conduct business in
the
Virgin Islands and the corporation is considered to be in good standing.

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DJ/gg
Denise Johannes
Director, Division of Corporation
and Trademarks

CONSENT OF
THE BOARD OF DIRECTORS
OF

SOUTHERN TRUST COMPANY, INC.

The undersigned, being: all of the Directors of Southern Trust Company, Inc., a U.S. Virgin Islands Corporation ("the Corporation"), hereby certify that the following resolutions were unanimously adopted and entered into by the Board of Directors on the 19th day of March 2013.

WITNESSETH:

WHEREAS, the Corporation is a corporation organized and existing under the laws of the U.S.

Virgin Islands;

WHEREAS, the Board of Directors as of the date of this Consent are as follows:

Jeffrey Epstein

. .

Datien K. Indyke

Richard Kahn

WHEREAS, the undersigned, being all of the directors of the Corporation, consent to the taking of the following actions in lieu of a meeting of the Board of Directors in accordance with the General

Corporation Law of the United States Virgin Islands (the "GCL") and waive any notice to be given in

connection with the meeting pursuant to the GCL;

WHEREAS, Financial Trust Company, Inc., a corporation organized and existing under the laws of

the United States Virgin Islands ("FTC"), is the sole shareholder of

Jeepers, Inc., a corporation organized

and existing under the laws of the United States Virgin Islands

("Jeepers"), which has elected to be taxed as

a qualified subchapter S subsidiary;

. .

WHEREAS, the Board of Directors of FTC determined that it is in the best interests of the

Corporation and its sole shareholder, Jeffrey E. Epstein. ("Epstein"), to

transfer and distribute to Epstein all

of the issued and outstanding shares of Jeepers, free and clear of all liens, claims and encumbrances (the

"Jeepers Interest"), such that Epstein shall become the sole shareholder of Jeepers;

WHEREAS, Epstein is also the sole shareholder of Corporation;

WHEREAS, the Corporation is the sole member of Southern Financial, LLC, a United States

Virgin Islands liability company organized on February 25, 2013

("SF"); and :

WHEREAS, the Board of Directors of ETC has determined that it is in the best interests of FTC

and its sole shareholder to merge FTC into SF, upon the completion of which merger SF shall be the

surviving entity of said merger (the "Merger");

WHEREAS, it is intended that the Merger be effected upon, in accordance with, and subject to, the provisions of an Agreement and Plan of Merger in the form annexed as Exhibit "A" hereto; which has also been; approved: by the Board of Directors: of FTC and; its sole shareholder (the "Merger Agreement"); ::?
WHEREAS, in connection , with the' Merger and . pursuant : to the provisions of the Merger Agreement, Epstein is to surrender for cancellation ten thousand (10,000) shares of the CotrimOn Stock of FTC; representing all of the issued and outstanding shares of FTC's Common Stock and all of such issued and outstanding shares held, by Epstein, and in consideration of FTC's merger with and into SF, the wholly owned subsidiary of the Corporation, and the transfer of all of FTC's assets to SF by operation of law as a result of such Merger, the Corporation is to issue an additional ten thousand (10,000) shares of its• Common Stock, f.0l par value (the "Common Stock'^ to Epstein'(the "Additional Shares'');

:
WHEREAS, the Board of Directors of the Corporation has detertnined that it is both advisable; of the Merger and in the best interests of the Corporation and of Epstein, :as the sole shareholder of the Corporation, that the Merger be consumimated mponi in accordance^; w^ Agreement, and that ia connection therewith, the Corporation issue the Additional Shares to Epstein; > : ;

NOW THEREFORE BE IT:

RESOLVED, tliat, after consummation by FTC of its issuance to Epstein of the Jeepers Interest,: • the Merger, upon, in accordance with, and subject to, the terms and conditions of the Merger Agreement, be and it is hereby authorized and approved.

RESOLVED, that it is intended that the Merger quaUfy as a tax-free reorganization under section

368(a)(1)(A) of the Intemal Revenue Code;

RESOLVED, that the form and provisions of the Merger Agreement, be and they hereby are adopted and approved;

,
RESOLVED, in connection with the Merger and pursuant to the provisions of the Merger Agreement, the Corporation issue the Additional Shares to JE.

RESOLVED^ that, the Presidentof the Corporation be, and he hereby is, authorized; empowered and directed, for and on behalf of the Corporation, to : execute and dehver the Merger Agreement, and to execute and file with the Office of the Lieutenant Governor of the United States Virgin Islands Articles of

Merger in form and substance that has been approved by legal counsel to the Corporation as being compliant with the requirements of the GCL and necessary or appropriate in order to effectuate Merger in accordance with the provisions of the Merger Agreement; and

: f
RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to execute: and deliver all such agreements, : • documents and instruments, to pay all such costs, fees and expenses, and take all such other action as such officer deems necessary or advisable in order to consummate the Merger in accordance with the provisions of the Merger Agreement.

This consent shall be filed with the Minutes of the proceedings of the Board of Directors of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Resolution as the directors of

Financial Trust Company Inc., on this 19th day of March, 2013.

Jeffrey E. /fepstdrr^'

-/ j

Darren K. Indyke

iMlmi ML..

Richard Kahn

1 ^ Current Classification: (click here for help) Internal

i^c.,
""^" ^

History:

Sender

2j

This message has been replied to.

Date

Seldon Clarke

Fran M Wickman

09/30/2013 01:56 PM

10/01/2013 11:25 AM

Jeffrey Epstein Source of Wealth [I]

Seldon Clarke to; MO CIP

09/30/2013 01:56 PM

Subject

4. Jeffrey Epstein Source of

Re: Jeffrey Epsteir

Classification: For internal use only

Jeffrey Epstein began his financial career in 1976 as an options trader at Bear Stearns. He specialized in mathematical models such as the Black-Scholes option-pricing model and later worked in the special products division, advising high net worth clients on tax strategies. In 1980, Epstein became a partner at Bear Stearns. In 1982, Epstein founded his own financial management firm, J. Epstein & Co., managing the assets of clients with more than a billion in net worth. In 1987, Leslie Wexner, founder and chairman of the Columbus, Ohio-based Limited chain of women's-clothing stores became a well-known client. In 1996, Epstein changed the name of his firm to The Financial Trust Company and based it on the island of St.

Thomas in the US Virgin Islands.

In 2003, Epstein publicly bid for New York Magazine, along with advertising executive, Donny Deutsch,

investor Nelson Peltz, publishing mogul and owner of The Daily News,

Mortimer Zuckerman and film

producer Harvey Weinstein. They were ultimately out bid by longtime wall street investor Bruce

Wasserstein for \$55 million. In 2004, Epstein and Mortimer Zuckerman, committed to finance up to \$25

million to back Radar, a celebrity and pop culture magazine and Maer Roshan, its editor in chief and

founder. Epstein and Zuckerman were equal partners in the venture, and Mr. Roshan retained a small

ownership stake

Since all but one of his financial clients are anonymous, it has been speculated that much of Epstein's

lavish lifestyle was once financed by Wexner. In September 2002 he flew Bill Clinton, Kevin Spacey and

Chris Tucker to Africa in his private Boeing 727, to promote the former president's anti-AIDS efforts. He was also friends with Prince Andrew, Duke of York, whom he hosted in his New York mansion in December 2010.

In addition to his private island called Little St. James Island off of St. Thomas in the U.S. Virgin Islands, Epstein owns a 50,000-square-foot (4,600 m²) townhouse in Manhattan that was formerly owned by Les Wexner. The townhouse is reported to be the largest private residence in Manhattan. He also owns a villa in Palm Beach, Florida, an apartment in Paris, France and a 10,000-acre ranch including a 26,700-square-foot hilltop mansion in Stanley, New Mexico, south of Santa Fe.