

[REDACTED]

Comments

[REDACTED]

Date[mmddyyyy]

06252008

Box Number

[REDACTED]

Form Type = "CITADEL"

Doc Code

Doc Code

Doc Code

Doc Code

Account Numbers

942

Account Numbers

[REDACTED]

[REDACTED]

[REDACTED]

GOVERNMENT

EXHIBIT

508

S2 20 Cr. 330 (AJN)

# The Morgan Account

Month / Date / Year

(CIRCLE ONE BELOW)  
Social Security no. / Tax ID no. / Passport no.

Account title  
Jeffrey E Epstein

Account type

Asset

Account type

Deposi

Account number

Account number

BAC #

All Accountholders/Signers must sign this Signature Form exactly as the checks/instructions will be signed.

Print (Accountholder/Signer, Trustee, Custodian, Director, etc.)	Title
Ghislaine Maxwell	
Print (Joint Accountholder/Signer, Trustee, Custodian, Director, etc.)	Title
Print (other)	Title
Print (other)	Title

SIGN HERE X

SIGN HERE X

SIGN HERE X

SIGN HERE X

If facsimile signature, check box ☐



If facsimile signature, check box ☐

If facsimile signature, check box ☐

If facsimile signature, check box ☐

Is this an existing account? ☐ yes ☐ no If yes, does this card replace all other cards against this account? ☐ yes ☐ no

Signing instructions (Please use back of card if necessary.)

SINGLY

194

A Durable Power of Attorney is an important legal document. By Signing this Durable Power of Attorney, I am authorizing another person (my "Agent") to act for me. I acknowledge these important facts:

- My agent (notary public) has no duty to act unless my agent and I agree otherwise in writing.
- The power I give my agent will continue to exist until I revoke it, or until my death. You may continue to rely on this Power of Attorney until you receive written notification of my revocation or death.
- The powers I give my agent will continue to exist even if I can no longer make my own decisions respecting the management of my property.
- I can amend or change this durable Power of Attorney only by executing a new Durable Power of Attorney or by executing an amendment through the same formalities as an original. I have the right to revoke or terminate this durable Power of Attorney at any time, so long as I am competent.
- This durable Power of Attorney must be dated and must be acknowledged before a notary public.
- I should read this Durable Power of Attorney carefully and obtain the assistance of an attorney or other qualified person if I do not understand it.

"I," "me," or "Account holder" mean each individual signing this document.

This authorization shall apply to all accounts at JPMorgan (as defined below in Subdivision A) over which I have signing authority unless one of the following boxes is checked, in which case it shall apply only to the designated accounts:

☐ Accounts titled: EPSTEIN JEFFREY

☒ Account numbers

I acknowledge my agent and notary public may utilize any Web site provided by JPMorgan (the "Site") via the Internet 24 hours a day, seven days a week to act in the manner I indicate in the Subdivisions below provided the functionality is available via the Site. Transactions requiring more than one signature to complete may not be available via the Site. Site usage by any Authorized Person is subject to the agreements and disclosures detailed on the Site.

I hereby authorize HARRY BELIER and \_\_\_\_\_ to act in the manner indicated in the section titled "Specimen Signatures," as my agent and notary public (each, the "Attorney," and collectively, the "Attorneys") with full power and authority on my behalf.

Please initial the line to the left of each of the following lettered Subdivisions as to which an agent will be given authority. If the line to the left of a lettered Subdivision is not initialed, no authority will be granted for matters included in that Subdivision. Alternately, the letter corresponding to each power to be granted may be written or typed on the blank line in Subdivision B, and the line to the left of Subdivision B must be initialed in order to grant each of the powers so indicated. (Checks or other marks may be substituted for initial(s)).

#### Operation of All Accounts

           A. To open and operate all of my banking, brokerage, asset, custody, investment management and other accounts at one or more offices or subsidiaries or affiliates of JPMorgan Chase & Co. (individually or collectively, "JPMorgan"), including J.P. Morgan Securities Inc., and to engage in transactions and activities identified in Subdivisions C through M below, unless the Account holder, in writing, imposes limitations on such activities;

#### Specified Powers

           B. To engage in each of the matters identified in Subdivisions lettered \_\_\_\_\_

#### Banking, Custody, Brokerage, Related Pledges

  X   C. To operate any one or more deposit, custody or brokerage accounts in my name or any other name including the name of the Attorney; to deposit money, checks, notes, and other instruments for the payment of money, stocks, bonds, mortgages and other securities and property; to write or endorse as the case may be any of these instruments with my name for the purpose of cashing or depositing them or paying them to other persons, including the Attorney; to write and sign checks and other instruments to be paid by me; to give orders for the withdrawal, transfer or other use of money on deposit in my name, and grant JPMorgan a security interest in such property otherwise available to me; to borrow money from JPMorgan secured by property held in accounts in my name; to engage in foreign exchange transactions in any form with JPMorgan.

To receive and sign trading confirmations, advices, and statements or duplicate statements.

To execute and issue all necessary instruments for transfer of securities out of my name or out of any other name(s) and into the name of any nominee of JPMorgan or into any other name(s);

JPMorgan Use Only  
1 of 3

Title  
Banker/Investor

SPN

CAS  
11/06 US942

3ppp

11/1/07



**Banking, Custody, Brokerage; Related Pledges (continued)**☒

D. To purchase and borrow (on secured or unsecured basis) from, sell (including short sales in margin account), and lend (on a secured or unsecured basis) to, and to otherwise enter into transactions of any kind with JPMorgan with respect to any and all securities with financial instruments whatsoever in which JPMorgan may deal, broker or act as counterparty from time to time, including (without limitation) stocks, bonds, debentures, notes, warrants, loans and loan participations, mutual funds, unit trusts, real estate, investment trusts, other types of pooled interest funds and commingled investment vehicles (including hedge funds), limited partnership interests, limited liability company interests, forward contracts, option or futures contracts, repurchase (or reverse repurchase) transactions, securities lending, or any other certificates or evidences of indebtedness or interest of any and every kind whatsoever, whether publicly or privately offered, secured or unsecured, and any other financial instruments; to enter into any derivative transactions with respect to the foregoing, including over the counter equity derivatives and structured transactions (including, but not limited to options, swaps, collars, caps and floors); to pledge any funds or instruments for the purposes of securing my obligations with respect to the foregoing; to enter into foreign exchange or foreign currency transactions in any form; and to enter into, complete and execute agreements and to take other actions, including but not limited to signing reconciliations of accounts and other documents to carry out the purpose of this resolution; to vote in person or by proxy;

**Banking, Custody and Brokerage Accounts – limited power (transfers to other JPMorgan Accounts only)**☒

E. To withdraw monies or funds or to sell or exchange stocks, bonds, options or other securities and property and transfer such monies, funds or proceeds of the sale or exchange only to another account at Morgan over which I have signing authority;

**Custody and Brokerage Accounts – limited powers (securities against payment only)**☐

F. To buy or sell securities or any other property described in Subdivision D above in which I may deal or which I may hold against receipt of payment to us only;

**Investment Management Account**☐

G. To give any instruction with respect to any Investment Management Account; to modify the Asset Allocation Strategy for any Investment Management Account; to deposit funds, securities or other property to any Investment Management Account or to give orders for the withdrawal, sale, exchange, or other disposition (collectively, "Disposition") of any funds, securities or other property from any Investment Management Account, in accordance with any instructions as the Attorney may give; to give orders for the payment or other Disposition of any income or proceeds of any Investment Management Account, or proceeds of any sale or other Disposition of securities and other property in the Account;

**Investment Management Account – limited power (transfers to other JPMorgan accounts only)**☐

H. To deposit funds, securities or other property to any Investment Management Account or to give orders for the withdrawal, sale, exchange, or other disposition (collectively "Disposition") of any funds, securities or other property from any Investment Management Account, in accordance with any instructions as the Attorney may give, but proceeds of any such Disposition will be credited only to an account of mine at JPMorgan over which I have signing authority;

**Mutual Funds**☐

I. To buy, exchange, reinvest or redeem shares of beneficial interest in any mutual funds in accordance with your terms and conditions for my account and risk and in my name; to give instructions with respect to any of the above-described actions; to give orders to make payment to any party, including the Attorney;

**Credit Pledge Security**☐

J. To borrow money from JPMorgan, and to apply for and secure, from JPMorgan any forms of credit; to enter into any notes or agreements with JPMorgan which result in direct or contingent liabilities to me, with or without security, to negotiate or discount any instruments, negotiate otherwise with or through JPMorgan; to repay, discharge, settle, adjust, compromise or liquidate any loan, obligation or liability; to pledge, mortgage, hypothecate, assign, transfer, deposit or deliver, with or to JPMorgan, as security or as additional or substitute security, or for sale or other disposition, stocks, bonds and other securities, deposit accounts, bank accounts, choses in action and any other tangible or intangible property, and to make substitutions thereof, and to receive any thereof upon the release or surrender thereof; to sign, execute and deliver any and all stock powers, bond powers, proxies, assignments, trust receipts, pledge and security agreements and other contracts and instruments in writing, with or without seal; to authorize, give, make, procure, accept and receive monies, payments, property, notices, demands, vouchers, receipts, releases, compromises and adjustments; to waive notices, demands, protests and authorize and execute waivers of every kind and nature; to enter into, make, execute, deliver and receive written agreements, undertakings and instruments of every kind and nature;

## JPMorgan Account Durable Power of Attorney Form

JPMorgan  
Private Bank

## Account Administration

- ☒ K. To inquire about and receive information relating to any Account, including but not limited to, balance, withdrawal, payment and deposit information;
- ☒ L. To give instructions for the withdrawal, internal and external transfer of money to an account in my name, individually or jointly, and for which we are a, or it is my, legal or beneficial owner.
- ☒ M. To pick up or otherwise receive mail or other information held by JPMorgan, subject to the terms of applicable agreements with JPMorgan and to applicable law and regulation.

JPMorgan is entitled to rely on this Power of Attorney until JPMorgan actually receives my written revocation. A revocation will not affect or impair any liability or obligation arising out of or related to the exercise by an Attorney of any power granted herein before JPMorgan's actual receipt of a revocation. Each Attorney is authorized to act on my behalf, in the same manner and with the same force and effect as if I had given any instruction myself, and to do anything necessary or incidental to or to effect such instructions. This Power of Attorney shall not be affected by my subsequent disability, incapacity or incompetence or that of any other person signing below. My death shall not affect the Power of Attorney granted by any other Account holder signing below. This Power of Attorney shall be deemed made under the law of the State of New York for all purposes, including (without limitation), construction, validity, and effect, and shall be governed by such law. I give each Attorney full authority to do anything he or she considers necessary and proper to be able to act in accordance with this Power of Attorney, even if it is for the Attorney's own benefit, all as if I were personally doing it. I hereby ratify and confirm everything that my Attorney has done or shall do by virtue of this Power of Attorney.

## Specimen Signature (s) of Attorney(s)


Each attorney shall sign as follows: **Two or more attorneys may each act singly unless this box is checked ☐, in which case any two must act jointly, except my attorneys shall always act singly for brokerage trading transactions.**

⇒   
 Signature (attorney-in-fact) 11/1/07  
 HARRY BELLER  
 Print Name Date  
 Address  
 NEW YORK  
 City  
 NY 10022  
 State Zip

⇒  
 Signature (attorney-in-fact)  
 Print Name Date  
 Address  
 City  
 State Zip

## Signature(s)

IN WITNESS WHEREOF, I have hereunto set my hand and seal this on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

⇒   
 Signature (Accountholder)  
 JEFFREY E. EPSTEIN  
 Print Name Date  
 Address  
 NEW YORK  
 City  
 NY 10022  
 State Zip

⇒  
 Signature (Accountholder)  
 Print Name Date  
 Address  
 City  
 State Zip

## Notarization is required for accountholders.

STATE OF: NY COUNTY OF: NY  
 I certify that JEFFREY E. EPSTEIN, known or satisfactory proven to me to be the individual who signed the foregoing Power of Attorney, appeared before me on this the 1<sup>st</sup> day of November, 2007, and acknowledged that he/she/they executed the foregoing Power.

⇒   
 Signature (notary public) 11/1/07 HARRY I. BELLER  
 Date Print Name and Title

My commission expires:

HARRY I. BELLER

Notary Public, State of New York

No. 01824853924

JPMorgan Use Only  
3 of 3Title  
Banker/InvestorQualified in Rockland County  
Commission Expires Feb. 17, 2010

SPN

CAS

11/06 US942



# The Morgan Account Durable Power of Attorney



MORGAN USE ONLY

US942 7/04

Title Jeffrey E Epstein

SPN [REDACTED]

Primary [REDACTED]

Account Number [REDACTED]

A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THIS DURABLE POWER OF ATTORNEY, I AM AUTHORIZING ANOTHER PERSON (MY "AGENT") TO ACT FOR ME. I ACKNOWLEDGE THESE IMPORTANT FACTS:

- My agent (attorney-in-fact) has no duty to act unless my agent and I agree otherwise in writing.
- The powers I give my agent will continue to exist until I revoke it, or until my death. You may continue to rely on this Power of Attorney until you receive written notification of my revocation or death.
- The powers I give my agent will continue to exist even if I can no longer make my own decisions respecting the management of my property.
- I can amend or change this durable Power of Attorney only by executing a new durable Power of Attorney or by executing an amendment through the same formalities as an original. I have the right to revoke or terminate this durable Power of Attorney at any time, so long as I am competent.
- This durable Power of Attorney must be dated and must be acknowledged before a notary public.
- I should read this durable Power of Attorney carefully and obtain the assistance of an attorney or other qualified person if I do not understand it.

"I," "me," or "Accountholder" mean each individual signing this document.

This authorization shall apply to all accounts at Morgan (as defined below in Subdivision A) over which I have signing authority unless one of the following boxes is checked, in which case it shall apply only to the designated accounts:

- ☐ Accounts Titled: \_\_\_\_\_
- ☐ Account Numbers: \_\_\_\_\_

I acknowledge my agent and attorney-in-fact may utilize any website provided by Morgan (the "Site") via the Internet 24 hours a day, seven days a week to act in the manner I indicate in the Subdivisions below provided the functionality is available via the Site. Transactions requiring more than one signature to complete may not be available via the Site. Site usage by any authorized person is subject to the agreements and disclosures detailed on the Site.

I hereby authorize each Ghislaine Maxwell and \_\_\_\_\_ to act, in the manner indicated in the section titled "Specimen Signatures," as my agent and attorney-in-fact (each, the "Attorney," and collectively, the "Attorneys") with full power and authority on my behalf:

PLEASE INITIAL THE LINE TO THE LEFT OF EACH OF THE FOLLOWING LETTERED SUBDIVISIONS AS TO WHICH AN AGENT WILL BE GIVEN AUTHORITY. IF THE LINE TO THE LEFT OF A LETTERED SUBDIVISION IS NOT INITIALED, NO AUTHORITY WILL BE GRANTED FOR MATTERS INCLUDED IN THAT SUBDIVISION. ALTERNATELY, THE LETTER CORRESPONDING TO EACH POWER TO BE GRANTED MAY BE WRITTEN OR TYPED ON THE BLANK LINE IN SUBDIVISION B, AND THE LINE TO THE LEFT OF SUBDIVISION B MUST BE INITIALED IN ORDER TO GRANT EACH OF THE POWERS SO INDICATED. (CHECKS OR OTHER MARKS MAY BE SUBSTITUTED FOR INITIAL(S)).

OPERATION OF ALL  
ACCOUNTS

A. To open and operate all of my banking, brokerage, asset, custody, investment management and other accounts at one or more offices or subsidiaries or affiliates of J.P. Morgan Chase & Co. (individually or collectively, "Morgan"), including J.P. Morgan Securities Inc., and to engage in transactions and activities identified in Subdivisions C through M below, unless the Accountholder, in writing, imposes limitations on such activities;

SPECIFIED POWERS

B. To engage in each of the matters identified in Subdivisions lettered \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10/12/2004

(4)

**The Morgan Account**  
**Durable Power of Attorney**



MORGAN USE ONLY

US942 7/04

Title **Jeffrey E Epstein**

SPN

Prim

Account Number

BANKING, CUSTODY, BROKERAGE; RELATED PLEDGES	<p>C. To operate any one or more deposit, custody or brokerage accounts in my name or any other name including the name of the Attorney; to deposit money, checks, notes, and other instruments for the payment of money, stocks, bonds, mortgages and other securities and property; to write or endorse as the case may be any of these instruments with my name for the purpose of cashing or depositing them or paying them to other persons, including the Attorney; to write and sign checks and other instruments to be paid by me; to give orders for the withdrawal, transfer or other use of money on deposit in my name, and grant Morgan a security interest in such property otherwise available to me; to borrow money from Morgan secured by property held in accounts in my name; to engage in foreign exchange transactions in any form with Morgan;</p> <p>To receive and sign trading confirmations, advices, and statements or duplicate statements;</p> <p>To execute and issue all necessary instruments for transfer of securities out of my name or out of any other name(s) and into the name of any nominee of Morgan or into any other name(s);</p>
BANKING, CUSTODY, BROKERAGE; RELATED PLEDGES (CONT'D.)	<p>D. To purchase and borrow (on a secured or unsecured basis) from, sell (including short sales in a margin account), and lend (on a secured or unsecured basis) to, and to otherwise enter into transactions of any kind with Morgan with respect to any and all securities and financial instruments whatsoever in which Morgan may deal, broker or act as counterparty from time to time, including (without limitation) stocks, bonds, debentures, notes, warrants, loans and loan participations, mutual funds, unit trusts, real estate, investment trusts, other types of pooled interest funds and commingled investment vehicles (including hedge funds), limited partnership interests, limited liability company interests, forward contracts, option or futures contracts, repurchase (or reverse repurchase) transactions, securities lending, or any other certificates or evidences of indebtedness or interest of any and every kind whatsoever, whether publicly or privately offered, secured or unsecured, and any other financial instruments; to enter into any derivative transactions with respect to the foregoing, including over the counter equity derivatives and structured transactions (including, but not limited to options, swaps, collars, caps and floors); to pledge any funds or instruments for the purposes of securing my obligations with respect to the foregoing; to enter into foreign exchange or foreign currency transactions in any form; and, to enter into, complete and execute agreements and to take other actions, including but not limited to signing reconciliations of accounts and other documents to carry out the purpose of this resolution; to vote in person or by proxy.</p>
BANKING, CUSTODY AND BROKERAGE ACCOUNTS - LIMITED POWER (TRANSFERS TO OTHER MORGAN ACCOUNTS ONLY)	<p>E. To withdraw monies or funds or to sell or exchange stocks, bonds, options or other securities and property and transfer such monies, funds or proceeds of the sale or exchange only to another account at Morgan over which I have signing authority;</p>
CUSTODY AND BROKERAGE ACCOUNTS - LIMITED POWER (SECURITIES AGAINST PAYMENT ONLY)	<p>F. To buy or sell securities or any other property described in Subdivision D above in which I may deal or which I may hold against receipt of payment to me only;</p>
INVESTMENT MANAGEMENT ACCOUNT	<p>G. To give any instruction with respect to any Investment Management Account;</p> <p>To modify the Asset Allocation Strategy for any Investment Management Account;</p> <p>To deposit funds, securities or other property to any Investment Management Account or to give orders for the withdrawal, sale, exchange, or other disposition (collectively, "Disposition") of any funds, securities or other property from any Investment Management Account, in accordance with any instructions as the Attorney may give;</p> <p>To give orders for the payment or other Disposition of any income or proceeds of any Investment Management Account, or proceeds of any sale or other Disposition of securities and other property in the Account;</p>
INVESTMENT MANAGEMENT ACCOUNT - LIMITED POWER TRANSFERS TO OTHER MORGAN ACCOUNTS ONLY	<p>H. To deposit funds, securities or other property to any Investment Management Account or to give orders for the withdrawal, sale, exchange, or other disposition (collectively, "Disposition") of any funds, securities or other property from any Investment Management Account, in accordance with any instructions as the Attorney may give, but proceeds of any such Disposition will be credited only to an account of mine at Morgan over which I have signing authority;</p>



# The Morgan Account Durable Power of Attorney



MORGAN USE ONLY

US042 7/04

Title **Jeffrey E Epstein**

SPN

Prim

Account Number

MUTUAL FUNDS	<p>I. To buy, exchange, reinvest or redeem shares of beneficial interest in any mutual funds in accordance with your terms and conditions for my account and risk and in my name; to give instructions with respect to any of the above-described actions; to give orders to make payment to any party, including the Attorney;</p>
CREDIT; PLEDGE SECURITY	<p>J. To borrow money from Morgan, and to apply for and secure, from Morgan any forms of credit; to enter into any notes or agreements with Morgan which result in direct or contingent liabilities to me, with or without security, to negotiate or discount any instruments, negotiate otherwise with or through Morgan; to repay, discharge, settle, adjust, compromise or liquidate any loan, obligation or liability; to pledge, mortgage, hypothecate, assign, transfer, deposit or deliver, with or to Morgan, as security or as additional or substitute security, or for sale or other disposition, stocks, bonds and other securities, deposit accounts, book accounts, choses in action and any other tangible or intangible property, and to make substitutions thereof, and to receive any thereof upon the release or surrender thereof; to sign, execute and deliver any and all stock powers, bond powers, proxies, assignments, trust receipts, pledge and security agreements and other contracts and instruments in writing, with or without seal; to authorize, give, make, procure, accept and receive monies, payments, property, notices, demands, vouchers, receipts, releases, compromises and adjustments; to waive notices, demands, protests and authorize and execute waivers of every kind and nature; to enter into, make, execute, deliver and receive written agreements, undertakings and instruments of every kind and nature;</p>
ACCOUNT ADMINISTRATION	<p><i>[Signature]</i> K. To inquire about and receive information relating to any Account, including but not limited to, balance, withdrawal, payment and deposit information;</p> <p><i>[Signature]</i> L. To give instructions for the withdrawal, internal and external transfer of money to an account in my name, individually or jointly, and for which I am a legal or beneficial owner;</p> <p><i>[Signature]</i> M. To pick up or otherwise receive mail or other information held by Morgan, subject to the terms of agreements with Morgan and to applicable law and regulation.</p>

Morgan is entitled to rely on this Power of Attorney until Morgan actually receives my written revocation. A revocation will not affect or impair any liability or obligation arising out of or related to the exercise by an Attorney of any power granted herein before Morgan's actual receipt of a revocation. Each Attorney is authorized to act on my behalf, in the same manner and with the same force and effect as if I had given any instruction myself, and to do anything necessary or incidental to or to effect such instructions.

In order to induce Morgan to act in accordance with this Power of Attorney, I agree to hold Morgan harmless from any loss or liability resulting from acting or purporting to act in accordance with this Power of Attorney until Morgan's actual receipt of written notice of my revocation or of my death.

This Power of Attorney shall not be affected by my subsequent disability, incapacity or incompetence or that of any other person signing below. My death shall not affect the Power of Attorney granted by any other Accountholder signing below.

This Power of Attorney shall be deemed made under the law of the State of New York for all purposes, including (without limitation), construction, validity, and effect, and shall be governed by such law.

I give each Attorney full authority to do anything he or she considers necessary and proper to be able to act in accordance with this Power of Attorney, even if it is for the Attorney's own benefit, all as if I were personally doing it. I hereby ratify and confirm everything that my Attorney has done or shall do by virtue of this Power of Attorney.

<p>SPECIMEN SIGNATURES OF ATTORNEY(S)</p> <p><input checked="" type="checkbox"/> Each Attorney shall sign as follows: Two or more Attorneys may each act singly unless this box is checked <input type="checkbox"/>, in which case any two must act jointly.</p>	<p><i>[Signature]</i> Ghislaine Maxwell</p> <p>Signature (Attorney-in-Fact) Print Name Date</p> <p>Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Specimen Signatures continued on following page</p>
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**The Morgan Account  
Durable Power of Attorney**



MORGAN USE ONLY

US942 7/04

Title Jeffrey E Epstein

SPN [REDACTED]

Primary

Account Number

SPECIMEN SIGNATURES  
OF ATTORNEY(S). ☒  
CONT'D.

Signature (Attorney-in-Fact) \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGN HERE



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12 day of October, 2004



Signature (Accountholder) \_\_\_\_\_ Jeffrey E Epstein \_\_\_\_\_  
Print Name \_\_\_\_\_ Date 10/12/04



Signature (Accountholder) \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature (Accountholder) \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**NOTARIZATION IS REQUIRED FOR ACCOUNTHOLDERS**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I certify that Jeffrey Epstein, known or satisfactorily proven to me to be the individual(s) who signed the foregoing Power of Attorney, appeared before me on this 12 day of October, 2004, and acknowledged that he/she/they executed the foregoing Power.

Signature of Notary Public Harry I. Beller \_\_\_\_\_ Print Name & Title \_\_\_\_\_ Date 10/12/04

My Commission expires: \_\_\_\_\_

HARRY I. BELLER  
Notary Public, State of New York  
No. 018E4653924  
Qualified in Rockland County  
Commission Expires Feb. 17, 2006

# The Morgan Account Durable Power of Attorney



MORGAN USE ONLY

US942 7/04

Title Jeffrey E Epstein

SP

Pri

Account Number

ack: [redacted]

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- The powers I give my agent will continue to exist even if I can no longer make my own decisions respecting the management of my property.
- I can amend or change this durable Power of Attorney only by executing a new durable Power of Attorney or by executing an amendment through the same formalities as an original. I have the right to revoke or terminate this durable Power of Attorney at any time, so long as I am competent.
- This durable Power of Attorney must be dated and must be acknowledged before a notary public.
- I should read this durable Power of Attorney carefully and obtain the assistance of an attorney or other qualified person if I do not understand it.

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- ☐ Account Numbers: \_\_\_\_\_

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OPERATION OF ALL  
ACCOUNTS

A. To open and operate all of my banking, brokerage, asset, custody, investment management and other accounts at one or more offices or subsidiaries or affiliates of J.P. Morgan Chase & Co. (individually or collectively, "Morgan"), including J.P. Morgan Securities Inc., and to engage in transactions and activities identified in Subdivisions C through M below, unless the Accountholder, in writing, imposes limitations on such activities;

SPECIFIED POWERS

B. To engage in each of the matters identified in Subdivisions lettered \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10/12/2004

(4)



**The Morgan Account**  
**Durable Power of Attorney**



MORGAN USE ONLY

US942 7/04

Title **Jeffrey E Epstein**

SPN

Prim

Account Number

BANKING, CUSTODY, BROKERAGE; RELATED PLEDGES	<p>C. To operate any one or more deposit, custody or brokerage accounts in my name or any other name including the name of the Attorney; to deposit money, checks, notes, and other instruments for the payment of money, stocks, bonds, mortgages and other securities and property; to write or endorse as the case may be any of these instruments with my name for the purpose of cashing or depositing them or paying them to other persons, including the Attorney; to write and sign checks and other instruments to be paid by me; to give orders for the withdrawal, transfer or other use of money on deposit in my name, and grant Morgan a security interest in such property otherwise available to me; to borrow money from Morgan secured by property held in accounts in my name; to engage in foreign exchange transactions in any form with Morgan;</p> <p>To receive and sign trading confirmations, advices, and statements or duplicate statements;</p> <p>To execute and issue all necessary instruments for transfer of securities out of my name or out of any other name(s) and into the name of any nominee of Morgan or into any other name(s);</p>
BANKING, CUSTODY, BROKERAGE; RELATED PLEDGES (CONT'D.)	<p>D. To purchase and borrow (on a secured or unsecured basis) from, sell (including short sales in a margin account), and lend (on a secured or unsecured basis) to, and to otherwise enter into transactions of any kind with Morgan with respect to any and all securities and financial instruments whatsoever in which Morgan may deal, broker or act as counterparty from time to time, including (without limitation) stocks, bonds, debentures, notes, warrants, loans and loan participations, mutual funds, unit trusts, real estate, investment trusts, other types of pooled interest funds and commingled investment vehicles (including hedge funds), limited partnership interests, limited liability company interests, forward contracts, option or futures contracts, repurchase (or reverse repurchase) transactions, securities lending, or any other certificates or evidences of indebtedness or interest of any and every kind whatsoever, whether publicly or privately offered, secured or unsecured, and any other financial instruments; to enter into any derivative transactions with respect to the foregoing, including over the counter equity derivatives and structured transactions (including, but not limited to options, swaps, collars, caps and floors); to pledge any funds or instruments for the purposes of securing my obligations with respect to the foregoing; to enter into foreign exchange or foreign currency transactions in any form; and, to enter into, complete and execute agreements and to take other actions, including but not limited to signing reconciliations of accounts and other documents to carry out the purpose of this resolution; to vote in person or by proxy.</p>
BANKING, CUSTODY AND BROKERAGE ACCOUNTS - LIMITED POWER (TRANSFERS TO OTHER MORGAN ACCOUNTS ONLY)	<p>E. To withdraw monies or funds or to sell or exchange stocks, bonds, options or other securities and property and transfer such monies, funds or proceeds of the sale or exchange only to another account at Morgan over which I have signing authority;</p>
CUSTODY AND BROKERAGE ACCOUNTS - LIMITED POWER (SECURITIES AGAINST PAYMENT ONLY)	<p>F. To buy or sell securities or any other property described in Subdivision D above in which I may deal or which I may hold against receipt of payment to me only;</p>
INVESTMENT MANAGEMENT ACCOUNT	<p>G. To give any instruction with respect to any Investment Management Account;</p> <p>To modify the Asset Allocation Strategy for any Investment Management Account;</p> <p>To deposit funds, securities or other property to any Investment Management Account or to give orders for the withdrawal, sale, exchange, or other disposition (collectively, "Disposition") of any funds, securities or other property from any Investment Management Account, in accordance with any instructions as the Attorney may give;</p> <p>To give orders for the payment or other Disposition of any income or proceeds of any Investment Management Account, or proceeds of any sale or other Disposition of securities and other property in the Account;</p>
INVESTMENT MANAGEMENT ACCOUNT - LIMITED POWER TRANSFERS TO OTHER MORGAN ACCOUNTS ONLY	<p>H. To deposit funds, securities or other property to any Investment Management Account or to give orders for the withdrawal, sale, exchange, or other disposition (collectively, "Disposition") of any funds, securities or other property from any Investment Management Account, in accordance with any instructions as the Attorney may give, but proceeds of any such Disposition will be credited only to an account of mine at Morgan over which I have signing authority;</p>

# The Morgan Account Durable Power of Attorney



MORGAN USE ONLY

US042 7/04

Title Jeffrey E Epstein

Account Number

MUTUAL FUNDS	I. To buy, exchange, reinvest or redeem shares of beneficial interest in any mutual funds in accordance with your terms and conditions for my account and risk and in my name; to give instructions with respect to any of the above-described actions; to give orders to make payment to any party, including the Attorney;
CREDIT; PLEDGE SECURITY	J. To borrow money from Morgan, and to apply for and secure, from Morgan any forms of credit; to enter into any notes or agreements with Morgan which result in direct or contingent liabilities to me, with or without security, to negotiate or discount any instruments, negotiate otherwise with or through Morgan; to repay, discharge, settle, adjust, compromise or liquidate any loan, obligation or liability; to pledge, mortgage, hypothecate, assign, transfer, deposit or deliver, with or to Morgan, as security or as additional or substitute security, or for sale or other disposition, stocks, bonds and other securities, deposit accounts, book accounts, choses in action and any other tangible or intangible property, and to make substitutions thereof, and to receive any thereof upon the release or surrender thereof; to sign, execute and deliver any and all stock powers, bond powers, proxies, assignments, trust receipts, pledge and security agreements and other contracts and instruments in writing, with or without seal; to authorize, give, make, procure, accept and receive monies, payments, property, notices, demands, vouchers, receipts, releases, compromises and adjustments; to waive notices, demands, protests and authorize and execute waivers of every kind and nature; to enter into, make, execute, deliver and receive written agreements, undertakings and instruments of every kind and nature;
ACCOUNT ADMINISTRATION	<p><i>[Signature]</i> K. To inquire about and receive information relating to any Account, including but not limited to, balance, withdrawal, payment and deposit information;</p> <p><i>[Signature]</i> L. To give instructions for the withdrawal, internal and external transfer of money to an account in my name, individually or jointly, and for which I am a legal or beneficial owner;</p> <p><i>[Signature]</i> M. To pick up or otherwise receive mail or other information held by Morgan, subject to the terms of agreements with Morgan and to applicable law and regulation.</p>

Morgan is entitled to rely on this Power of Attorney until Morgan actually receives my written revocation. A revocation will not affect or impair any liability or obligation arising out of or related to the exercise by an Attorney of any power granted herein before Morgan's actual receipt of a revocation. Each Attorney is authorized to act on my behalf, in the same manner and with the same force and effect as if I had given any instruction myself, and to do anything necessary or incidental to or to effect such instructions.

In order to induce Morgan to act in accordance with this Power of Attorney, I agree to hold Morgan harmless from any loss or liability resulting from acting or purporting to act in accordance with this Power of Attorney until Morgan's actual receipt of written notice of my revocation or of my death.

This Power of Attorney shall not be affected by my subsequent disability, incapacity or incompetence or that of any other person signing below. My death shall not affect the Power of Attorney granted by any other Accountholder signing below.

This Power of Attorney shall be deemed made under the law of the State of New York for all purposes, including (without limitation), construction, validity, and effect, and shall be governed by such law.

I give each Attorney full authority to do anything he or she considers necessary and proper to be able to act in accordance with this Power of Attorney, even if it is for the Attorney's own benefit, all as if I were personally doing it. I hereby ratify and confirm everything that my Attorney has done or shall do by virtue of this Power of Attorney.

SPECIMEN SIGNATURES OF ATTORNEY(S)	Each Attorney shall sign as follows: Two or more Attorneys may each act singly unless this box is checked <input type="checkbox"/> , in which case any two must act jointly.		
	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Ghislaine Maxwell
		Signature (Attorney-in-Fact)	Print Name
		Address:	Date

Specimen Signatures continued on following page



**The Morgan Account  
Durable Power of Attorney**



MORGAN USE ONLY

US942 7/04

Title Jeffrey E Epstein

SPN [REDACTED]

Prim [REDACTED]

Account Number [REDACTED]

SPECIMEN SIGNATURES  
OF ATTORNEY(S). ☒  
CONT'D.

Signature (Attorney-in-Fact)

Print Name

Date

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGN HERE



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12 day of October, 2004

Signature (Accountholder)

Jeffrey E Epstein  
Print Name

10/12/04  
Date



Signature (Accountholder)

Print Name

Date



Signature (Accountholder)

Print Name

Date

**NOTARIZATION IS REQUIRED FOR ACCOUNTHOLDERS**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I certify that Jeffrey Epstein, known or satisfactorily proven to me to be the individual(s) who signed the foregoing Power of Attorney, appeared before me on this 12 day of October, 2004, and acknowledged that he/she/they executed the foregoing Power.

Signature of Notary Public Harry I. Beller

Print Name & Title

10/12/04  
Date

My Commission expires: \_\_\_\_\_

HARRY I. BELLER  
Notary Public, State of New York  
No. 018E4653924  
Qualified in Rockland County  
Commission Expires Feb. 17, 2006

# The Morgan Account

Month / Date / Year

(CIRCLE ONE BELOW)  
Social Security no. / Tax ID no. / Passport no.

Account title  
Jeffrey E Epstein

Account type

Asset

Account type

Deposi

Account number

Account number

BAC #

All Accountholders/Signers must sign this Signature Form exactly as the checks/instructions will be signed.

Print (Accountholder/Signer, Trustee, Custodian, Director, etc.)	Title
Ghislaine Maxwell	
Print (Joint Accountholder/Signer, Trustee, Custodian, Director, etc.)	Title
Print (other)	Title
Print (other)	Title

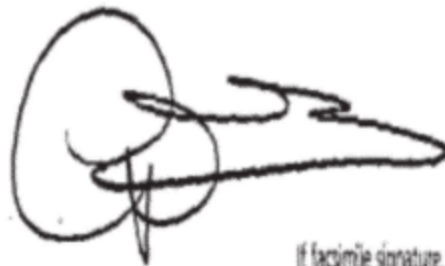
SIGN HERE X

SIGN HERE X

SIGN HERE X

SIGN HERE X

If facsimile signature, check box ☐



If facsimile signature, check box ☐

If facsimile signature, check box ☐

If facsimile signature, check box ☐

Is this an existing account? ☐ yes ☐ no If yes, does this card replace all other cards against this account? ☐ yes ☐ no

Signing instructions (Please use back of card if necessary.)

SINGLY

194





Comments

Date[mmddyyyy]

06252008

Box Number

Form Type = "CITADEL"

Doc Code

Doc Code

Doc Code

Doc Code

Account Numbers

942

Account Numbers



**U.S. VIRGIN ISLANDS  
DRIVER'S LICENSE**



*LS*

License #

A H B 175 NEW YORK 01/30/1963  
NONE BLUE GRAY 0 04/07/2004 01/20/2008

CAUTION! STOP FOR ALL SCHOOL, HC, & SR CITIZEN BUSES  
This certificate must be carried when driving. If lost, destroyed, or stolen,  
a duplicate must be obtained at once.

**VIRGIN ISLANDS POLICE DEPARTMENT  
MOTOR VEHICLE BUREAU**

- Class A = Private
- Class B = School Bus
- Class C = Taxi or Chauffeur
- Class D = Motorcycle Only
- Class E = Heavy Equipment
- Class S = Special

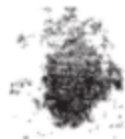
INDIVIDUALS MAKE AN ANATOMICAL GIFT, TO  
BE EFFECTIVE UPON MY DEATH OF:

**NO**

- A: Any needed organs or parts.
- B: The following body parts:
- C: Limitation(s):

Restrictions:

Edon Lewis  
Commissioner



*1 page*

*10/25/04*

*9025*



NOT VALID UNTIL SIGNED

PASSPORT PHOTOGRAPH

UNITED STATES OF AMERICA

August 1998  
 MAXWELL

CHRISTINE LAMM  
GOSLAINE NOELLE

[illegible]

UNITED STATES OF AMERICA

26 Dec 1981

FRANCE

10 Mar 2001

09 May 2004

San Diego 24

P<USAMAXWELL<<GHTSLATNR<NOELLE<<<<<<<<<<<<<<  
112780599AUSA6112251F0503D84S<<<<<<<<<<<<<

739470663 ✓

2 pages

10/25/06 925





SS #



1 page

70/25/06

925



**The Morgan Account**  
Application: Morgan Premier Banking



CAS 171016 107118

**SCAN**

SPN #: [REDACTED]  
ACCT. #: [REDACTED]  
Doc. ID #: 171  
Effective Date: \_\_\_\_\_

MORGAN USE ONLY US840 04/06

Title **JEFFREY EPSTEIN**

SPN \_\_\_\_\_ MMIA No. \_\_\_\_\_

Primary CAS [REDACTED]

Checking Acct. No. \_\_\_\_\_

JPMorgan Representative (sent backname) **THOMAS A. RICE**

**A** ACCOUNT INFORMATION

SPN #: [REDACTED]  
ACCT. #: [REDACTED]  
Doc. ID #: 171  
Effective Date: \_\_\_\_\_

Entity Type ☒ Individual ☐ Tenants by the Entirety  
☐ Joint (JTWROS) ☐ Community Property  
☐ Tenants in Common ☐ U/TMA/UGMA  
☐ In Trust For (Payable On Death for Texas residents)  
☐ Transfer on Death (TOD)

**B** ACCOUNT TYPE

☐ Checking Account ☐ Checking with Interest Account ☐ Premier Checking Account  
☐ Money Market Investment Account ☐ CD (Certificate of Deposit); Investment features will be obtained by JPM Representative

**C PRIMARY ACCOUNTHOLDER INFORMATION**

Name **JEFFREY EPSTEIN** Social Security Number [REDACTED]

Current Mailing Address [REDACTED] City **NEW YORK** State **NY**

Zip Code/Country **10022** State of Legal Residence **NY** Telephone [REDACTED] Fax [REDACTED]

Date of Birth \_\_\_\_\_ Mother's Maiden Name/ Password \_\_\_\_\_

Citizenship ☒ U.S. ☐ Other \_\_\_\_\_ If non-U.S. Citizen: ☐ Resident Alien ☐ Non-Resident Alien\*  
\*May have to complete International Client Application

**BUSINESS INFORMATION**

Type of Business \_\_\_\_\_ Business Telephone \_\_\_\_\_ Business Fax \_\_\_\_\_

Name of Firm \_\_\_\_\_ Occupation/Position \_\_\_\_\_ Since \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**D SECONDARY ACCOUNTHOLDER INFORMATION (For Joint Accounts)**

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Current Mailing Address \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code/Country \_\_\_\_\_ State of Legal Residence \_\_\_\_\_




Date of Birth \_\_\_\_\_ Mother's Maiden Name/ Password \_\_\_\_\_

Citizenship ☐ U.S. ☒ Other \_\_\_\_\_ If non-U.S. Citizen: ☐ Resident Alien ☐ Non-Resident Alien\*  
\*May have to complete International Client Application

<b>BUSINESS INFORMATION FOR SECONDARY ACCOUNTHOLDER</b>	Type of Business	Business Telephone	Business Fax
	Name of Firm	Occupation/Position	Since
	Address	City	State Zip Code
<b>E BENEFICIARY/MINOR INFORMATION</b> (Required for UGMA/UTMA, ITF/POD, TOD)	Name	Address	City
	State Zip Code / Country	Date of Birth	Social Security No. Relationship
<b>F ADDITIONAL ACCOUNTHOLDER(S)</b>	<input type="checkbox"/> Please send me the Additional Accountholder Form for more than one Additional Accountholder.		
<b>G CHECKS</b>	Check Style (JPMorgan exclusive check stock): <input type="checkbox"/> Wallet (single check) <input type="checkbox"/> Newport Desk Book (spiral binder, 3 checks per page) <input type="checkbox"/> Business-Style Book (ring binder, 3 checks per page) <input type="checkbox"/> Computer Checks (not software) <input type="checkbox"/> Other* _____ *Other check styles may incur additional fee. Check Imprint: Checks will be imprinted with Title of Account as it appears on this Application, and address as listed in the primary accountholder information section of this application, or on file. <input type="checkbox"/> Please omit my address from the check imprint.		
<b>H CHECKCARD / ATM CARD</b>	I wish to add a <input type="checkbox"/> JPMorgan Private Bank Visa® blink Check Card or <input type="checkbox"/> JPMorgan Private Bank ATM Only Card to my account.		
<b>I ALTERNATE CHECK AND CARD DELIVERY ADDRESS</b>	Alternate Check and Card Delivery Address:		
	Name	Company	
	Address	City	
	State Zip Code	Country	
UPS and DHL cannot deliver to a P.O. Box Address.			
<b>J CHECK IMAGING</b>	<input checked="" type="checkbox"/> Reduced size images of the front and back of each check will be returned with statements unless otherwise indicated <input type="checkbox"/> Truncate checks and do not return		
<b>K ACCOUNT LINKING</b>	Note: Linking Agreement is contained in Subdivision M of this application. <b>Link for Pricing:</b> To maintain combined average monthly balances and avoid certain transaction fees as listed on my current fee schedule. <input type="checkbox"/> Link my following Checking, Money Market Investment Account, Certificate of Deposit, and applicable JPMorgan Money Market Funds**: _____ _____ _____ <b>Account Number for lead Checking Account to be billed any monthly maintenance charges:</b> _____ <b>Link for Statementing:</b> Combine summary and detailed information for accounts with the same title in one consolidated statement. <input type="checkbox"/> Link my following Checking, Money Market Investment Account, Certificate of Deposit Accounts with the same title: _____ _____ _____ <b>Link for Coverage Now:</b> Coverage Now is a service offered by JPMorgan that automatically transfers available funds from one Account (Checking or Money Market Investment Account) to your Checking Account in order to cover a negative balance. <input type="checkbox"/> Use the account listed below as an automatic source of funds if I accidentally overdraw my Checking account. Checking Account Number _____ Source Account Number _____ I am aware that Federal regulations limit the number of pre-authorized transactions such as these from Money Market Investment Accounts (MMIA) to six (or three checks) per statement cycle. <b>Link for Automatic Dollar Transfers (ADT):</b> ADTs are pre-established, on-going fixed or variable funds transfers between JPMorgan accounts that facilitate the control and management of funds held in multiple collections and/or disbursement accounts. <input type="checkbox"/> Use the accounts listed below as an automatic source of funds _____ _____ _____		

<b>L</b> <b>ONLINE ACCOUNT ACCESS</b> <small>(For more information regarding online access, contact your JPMorgan Private Bank Representative)</small>	<input checked="" type="checkbox"/> I am a current user of Morgan OnLine/Chase OnLine, please add this account to my access. My User ID: <span style="background-color: black; color: black;">[REDACTED]</span>																
<b>SECONDARY ACCOUNTHOLDER ONLINE ACCOUNT ACCESS</b>	<input type="checkbox"/> I would like to access my account via Morgan OnLine. <small>(User IDs must contain 8-32 characters. They cannot be the same as your password or SSN. They may not include special characters such as &amp;, %, *, etc.)</small>																
	My Choices for an Internet access Login ID: 1 <sup>st</sup> Choice _____ 2 <sup>nd</sup> Choice _____ 3 <sup>rd</sup> Choice _____ My Email Address is: _____																
	<input type="checkbox"/> I am a current user of Morgan OnLine/Chase OnLine, please add this account to my access. My User ID is: _____																
	<input type="checkbox"/> I would like to access my account via Morgan OnLine. <small>(User IDs must contain 8-32 characters. They cannot be the same as your password or SSN. They may not include special characters such as &amp;, %, *, etc.)</small>																
My Choices for an Internet access Login ID: 1 <sup>st</sup> Choice _____ 2 <sup>nd</sup> Choice _____ 3 <sup>rd</sup> Choice _____ My Email Address is: _____																	
<b>M</b> <b>ADDITIONAL STATEMENT RECIPIENTS</b>	Additional Statement Recipients (Individuals to receive duplicate copies of statements): <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name of Additional Statement Recipient</td> <td style="width: 50%;">Address</td> </tr> <tr> <td>City</td> <td>State Zip Code Country</td> </tr> <tr> <td>Name of Additional Statement Recipient</td> <td>Address</td> </tr> <tr> <td>City</td> <td>State Zip Code Country</td> </tr> <tr> <td>Name of Additional Statement Recipient</td> <td>Address</td> </tr> <tr> <td>City</td> <td>State Zip Code Country</td> </tr> <tr> <td>Name of Additional Statement Recipient</td> <td>Address</td> </tr> <tr> <td>City</td> <td>State Zip Code Country</td> </tr> </table>	Name of Additional Statement Recipient	Address	City	State Zip Code Country	Name of Additional Statement Recipient	Address	City	State Zip Code Country	Name of Additional Statement Recipient	Address	City	State Zip Code Country	Name of Additional Statement Recipient	Address	City	State Zip Code Country
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Name of Additional Statement Recipient	Address																
City	State Zip Code Country																
THIS APPLICATION MUST BE COMPLETED BEFORE MORGAN WILL BE ABLE TO PROVIDE FINANCIAL SERVICES. IF ANY SECTION IS INCOMPLETE, YOU MAY CONTACT ME TO OBTAIN ADDITIONAL INFORMATION. I MUST ALSO NOTIFY YOU OF ANY FUTURE CHANGES TO THE INFORMATION IN THIS APPLICATION. ABSENT NOTIFICATION, THE INFORMATION CONTAINED IN THE APPLICATION WILL BE DEEMED ACCURATE AND COMPLETE.																	
<b>N</b> <b>PLEDGE AGREEMENT</b>	I agree that this account is an account under The General Terms for Accounts and Services and is pledged as collateral for all of my obligations and is subject to the security interest provisions in The General Terms for Accounts and Services, the terms of which are incorporated by reference. The General Terms for Accounts and Services together with this application are the security agreement under Article 9 of the Uniform Commercial Code, as amended from time to time.																



<b>O LINKING AGREEMENT</b>	<p>I'll pay no monthly fee, provided that I maintain the combined average monthly balances with JPMorgan Private Bank as listed on my current fee schedule.</p> <p>By linking my multiple no-interest bearing Checking accounts, I can use the combined account balances to avoid or minimize interest charges incurred due to an overdraft in any one or more of the linked accounts. Note that linking can reduce or eliminate interest charges due to overdrafts, but does not prevent the overdrafts themselves. Each day, the collected balances in all linked accounts are added together. If the net balance is negative, overdraft interest charges will be calculated on that negative balance.</p> <p>I understand that linking Checking Accounts as described above may have legal, tax or other ramifications under applicable U.S. or other laws or rules (owing to, for example, different legal entities owning linked accounts and incurring or paying charges on behalf of each other or having their assets offset against each other's). By signing below, I represent that I and the other account owners have consulted with my legal, financial, tax or other advisers on these matters, accept the linkage so created, and will manage the accounts to prevent any negative repercussions. I agree to hold harmless from and indemnify JPMorgan Private Bank and each of its affiliates, officers, directors, agents and other representatives against any liability relating in any way to its provision of account linking services to myself or the owners of the linked Checking Accounts. Other terms applicable to my Accounts are contained in The General Terms for Accounts and Services, Account Agreements, and Appendices.</p>						
<b>P MORGAN AGREEMENT</b>	<p>The General Terms for Accounts and Services and Appendices along with this Application, including the Linking Agreement, the Checking Account Agreement, the Money Market Investment Account Agreement, and any additional Account Agreements, Rate and Fee Schedules, Appendices and Supplemental Forms, and all amendments and supplements to any of them in effect from time to time comprise the Agreement between you and me.</p> <p>By signing this Application, I acknowledge that I have, or will read all the various documents, including but not limited to, the General Terms for Accounts and Services, Account Agreements, Rate and Fee Schedules, and Appendices, and Supplemental Forms which comprise the Agreement between you and me ("Agreement"). I further acknowledge that I will notify you immediately if I have any issues with the Agreement. Otherwise, I will be deemed to concur with this Agreement between you and me. I also agree that each of the Accounts I am applying for is pledged as Collateral for all of my obligations. I also acknowledge that I have read and consent to the terms of the JPMorgan Private Bank Privacy Policy, including the manner in which my information is received and used and that upon opening an account with JPMorgan Private Bank my client information will be used by one or more members of the JPMorgan Private Bank family of companies (as listed in the Policy) in order to make available to me all the products and services available through the JPMorgan Private Bank. I understand that you do not give tax or legal advice, and that I am advised to consult a lawyer or tax advisor about tax, legal, and estate-planning issues affecting my Accounts, including the way Accounts are titled.</p>						
<b>Q IMPORTANT TAX INFORMATION</b>   <b>FOREIGN PERSONS TAX STATUS</b>   <b>U.S. CITIZENS AND RESIDENT ALIENS TAX CERTIFICATION</b>	<p>A FOREIGN PERSON MAY HAVE TO COMPLETE IRS FORM W-8BEN OR FORM W-8IMY. A "FOREIGN PERSON" MEANS A NONRESIDENT ALIEN INDIVIDUAL, A FOREIGN CORPORATION, A FOREIGN PARTNERSHIP, A FOREIGN TRUST, A FOREIGN ESTATE, AND ANY OTHER PERSON THAT IS NOT AN U.S. PERSON. IT ALSO INCLUDES A FOREIGN BRANCH OR OFFICE OF AN U.S. FINANCIAL INSTITUTION OR U.S. CLEARING ORGANIZATION IF THE FOREIGN BRANCH IS A QUALIFIED INTERMEDIARY.</p> <p><input type="checkbox"/> I AM A FOREIGN PERSON; THEREFORE, I ACKNOWLEDGE THAT YOU ADVISE ME TO READ THE IRS W-8 INSTRUCTIONS (ENCLOSED IN THIS PACKAGE) CAREFULLY AND THAT I HAVE BEEN ADVISED TO CONSULT MY TAX ADVISOR. Please sign and return the attached W8 form(s).</p> <p>IF I HAVE NOT CHECKED THE FOREIGN PERSONS TAX STATUS BOX ABOVE, UNDER PENALTIES OF PERJURY I CERTIFY, AS THE ACCOUNTHOLDER SIGNING BELOW, THAT (1) THE NUMBER SHOWN ON THIS APPLICATION IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER (OR I AM WAITING FOR A NUMBER TO BE ISSUED TO ME), AND (2) THAT I AM NOT SUBJECT TO BACK-UP 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 BACK-UP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST AND DIVIDENDS, OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACK-UP WITHHOLDING, AND (3) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN).</p> <p>(I UNDERSTAND THAT IF I HAVE BEEN NOTIFIED BY THE IRS THAT I AM SUBJECT TO BACK-UP WITHHOLDING AS A RESULT OF DIVIDEND OR INTEREST UNDERREPORTING, AND I HAVE NOT RECEIVED A NOTICE FROM THE IRS ADVISING ME THAT BACK-UP WITHHOLDING IS TERMINATED, I MUST STRIKE OR CROSS OUT THE INFORMATION CONTAINED IN ITEM 2 IN THE PREVIOUS PARAGRAPH.) THE IRS DOES NOT REQUIRE CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACK-UP WITHHOLDING.</p>						
<b>SIGN HERE</b> <input checked="" type="checkbox"/>	<p>ALL ACCOUNTHOLDERS ARE REQUIRED TO SIGN BELOW:</p> <table border="0"> <tr> <td data-bbox="430 1541 730 1627"> <input checked="" type="checkbox"/>   Signature (Accountholder) </td> <td data-bbox="730 1541 1055 1627"> 09/12/06  Date </td> <td data-bbox="1055 1541 1474 1627"> JEFFREY EPSTEIN  Print Name </td> </tr> <tr> <td data-bbox="430 1627 730 1707"> <input checked="" type="checkbox"/> _____  Signature (Additional Accountholder) </td> <td data-bbox="730 1627 1055 1707"> _____  Date </td> <td data-bbox="1055 1627 1474 1707"> _____  Print Name </td> </tr> </table>	<input checked="" type="checkbox"/>  Signature (Accountholder)	09/12/06 Date	JEFFREY EPSTEIN Print Name	<input checked="" type="checkbox"/> _____ Signature (Additional Accountholder)	_____ Date	_____ Print Name
<input checked="" type="checkbox"/>  Signature (Accountholder)	09/12/06 Date	JEFFREY EPSTEIN Print Name					
<input checked="" type="checkbox"/> _____ Signature (Additional Accountholder)	_____ Date	_____ Print Name					

Deposit Accounts are with JPMorgan Chase Bank, N.A. or J.P. Morgan Trust Company, N.A. or Chase Bank USA, N.A.

**U.S. VIRGIN ISLANDS  
DRIVER'S LICENSE**



CAUTION! STOP FOR ALL SCHOOL, HC, & SR CITIZEN BUSES  
This certificate must be carried when driving. If lost, destroyed, or stolen,  
a duplicate must be obtained at once.

**VIRGIN ISLANDS POLICE DEPARTMENT  
MOTOR VEHICLE BUREAU**

Class A = Private  
Class B = School Bus  
Class C = Taxi or Chauffeur  
Class D = Motorcycle Only  
Class E = Heavy Equipment  
Class S = Special

I HEREBY MAKE AN ANATOMICAL OPT. TO  
BE EFFECTIVE UPON MY DEATH OF:

**NO**

A: Any needed organs or parts.

B: The following body parts:

C: Limitation(s):

Restrictions:

Ethan Lewis  
Commissioner



**RECEIVED**

JUN 27 2008



JPM-SDNY-00002