

**The Morgan Account
Durable Power of Attorney**



MORGAN USE ONLY

US942 10/01

Title

SPN

Primary CAS

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 unless I state that this durable Power of Attorney will last for a shorter period of time, or 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: Financial Trust Company, Wexner Childrens Trust II, Epstein Interests, Jeffrey E. Epstein

Account Numbers: [REDACTED]

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 Harry Beller 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 INITIALS.)

OPERATION OF ALL ACCOUNTS

A. To open and operate all of our banking, brokerage, asset, 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 _____

BANKING, CUSTODY, BROKERAGE AND MARGIN ACCOUNTS; RELATED PLEDGES (CONTD.)

C. To open and/or 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 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;
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 Morgan or into any other name(s);

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CA
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Confidential Treatment Requested by JPMorgan Chase

JPM-SDNY-00065495

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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<p>BANKING, CUSTODY, BROKERAGE AND MARGIN ACCOUNTS; RELATED PLEDGES (CONTD.)</p>	<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.</p>
<p>BANKING, CUSTODY AND BROKERAGE ACCOUNTS - LIMITED POWER (TRANSFERS TO OTHER MORGAN ACCOUNTS ONLY)</p>	<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>
<p>CUSTODY AND BROKERAGE ACCOUNTS - LIMITED POWER (SECURITIES AGAINST PAYMENT ONLY)</p>	<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>
<p>INVESTMENT MANAGEMENT ACCOUNT</p>	<p>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;</p>
<p>INVESTMENT MANAGEMENT ACCOUNT - LIMITED POWER TRANSFERS TO OTHER MORGAN ACCOUNTS ONLY</p>	<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>
<p>MUTUAL FUNDS</p>	<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>
<p>CREDIT; PLEDGE SECURITY</p>	<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>

SDNY_GM_02775043

Confidential Treatment Requested by JPMorgan Chase

JPM-SDNY-00065496

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA01340308

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MORGAN USE ONLY US942 10/01
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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 transfer, withdrawal or other use of money in my name.

M. To pick up or otherwise receive mail or other information held by Morgan, subject to the terms of applicable agreements with Morgan and to applicable law and regulation.

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 in which case any two must act jointly

Signature (Attorney-in-Fact) _____ Print Name _____ Date _____

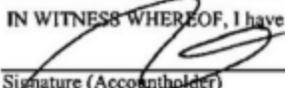
Address: _____

Signature (Attorney-in-Fact) _____ Print Name _____ Date _____

Address: _____

SIGN HERE

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6 day of Feb, 2002

 _____ JEFFERY E. BELLER 2/6/02
 Signature (Accountholder) Print Name Date

Signature (Accountholder) _____ Print Name _____ Date _____

SIGNATURES OF WITNESSES

(REQUIRED IN TEXAS)

Signature (Witness) _____ Print Name _____ Date _____

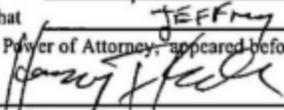
Signature (Witness) _____ Print Name _____ Date _____

NOTARIZATION IS REQUIRED

STATE OF NY SS: _____

COUNTY OF NY

I certify that JEFFERY E. BELLER, known or satisfactorily proven to me to be the individual(s) who signed the foregoing Power of Attorney, appeared before me on Feb 6, 2002, and acknowledged that he/she/they executed the foregoing Power.

 _____ HARRY I. BELLER 2/6/02
 Signature of Notary Public Print Name & Title Date

Notary Public, State of New York
 My Commission No. 01624853924
 Qualified in Rockland County
 Commission Expires Feb. 17, 2003

SDNY_GM_02775044

Confidential Treatment Requested by JPMorgan Chase

JPM-SDNY-00065497

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17