



The Haze Trust

TRUST AGREEMENT dated February 9, 1997, between
JEFFREY E. EPSTEIN, as Grantor, and JEFFREY E. EPSTEIN, as Trustee.

FIRST

(a) The Grantor hereby transfers to the Trustee the property described
in Schedule A annexed hereto, to be administered and disposed of as provided in this
Agreement.

(b) The Trustee shall retain such property, IN TRUST, for the
following purposes:

(i) To pay any part or all of the income and such sums from or any
part or all of the principal of the Trust as the Trustee, in his
discretion, from time to time determines for any reason whatsoever
to, for, or on behalf of the Grantor. Any income not so paid shall
annually be added to the principal.

(ii) On the death of the Grantor, to dispose of the remaining income
and principal of the Trust, including any property received by the
Trust as a result of the Grantor's death to the estate of the
Grantor.

SECOND

In exercising any discretion the Trustee, may, but shall not be required to,
consider and accept as correct any statement which he believes to be reliable made by
any person, including a person interested in the way in which the discretion is exercised.

The Trustee, in exercising any discretionary authority given to him under any provision
of this Agreement, shall not be required to take into account any other resources of

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