

Deutsche Bank
Private Wealth Management
Trust Authorization
Account Managed by Deutsche Bank Securities Inc. or Affiliate
Account Name: The Haze Trust
Account Number:

In consideration of Deutsche Bank Securities Inc. (referred to herein as "DBSI") maintaining an account and providing brokerage services for the above-named Trust ("Trust"), the undersigned hereby represent and warrant that:

1. The undersigned are all of the Trustees of the above-named Trust created by a trust instrument dated (-e.Wf^g.^-.^ and duly executed pursuant to the laws of the state of fvJf^^J

(the 'Trust Instrument').

2. Under the terms of the Trust Instrument, ANY ONE of the undersigned Trustees is authorized and empowered on behalf of the Trust:

(DELETE ANY INAPPLICABLE TRUST POWERS)

(a) To open, maintain and close a brokerage account and to employ brokers, custodians and other agents;

(b) To sell or exchange any of the Trust assets;

(c) To invest and reinvest Trust assets in real or personal property, including but not limited to: (i) foreign and domestic corporate obligations and securities of every kind, investment trusts, government obligations and commodities and currencies; and (ii) any derivative instruments of any kind (including, without limitation, options, forwards, and swaps); pertaining to, or providing investment exposure with respect to, any of the foregoing, whether relating to a specific security, debt instrument, commodity or currency, or relating to a basket or index comprised of, or based on changes in the level of prices, rates or values of, any group or combination thereof;

(d) To hold securities or other property owned by the Trust in the Trustee's own name or in the name of Trustee's nominee or custodian;

(e) To exercise all the rights of an absolute owner over securities in the Trust account, including but not limited to, the power to vote stock, to sell or exercise stock subscription or conversion rights and to transfer title to said securities;

(f) To borrow money or to make any contract the effect of which is to borrow money and to secure such obligations by mortgages or other liens upon any Trust property;

(g) To appoint a third party (including but not limited to a/any DBSI employee(s)) to exercise discretion in connection with the purchase and/or sale of securities on behalf of the Trust; and

(h) To exercise all duties, rights and powers, to execute all documents and to take all actions necessary or appropriate to perform the powers enumerated above.

4. The undersigned will provide DBSI with any requested documents relating to the Trust.
5. The undersigned will comply with all restrictions upon their powers as Trustees as stated in the Trust Instrument, including obtaining all required consents or authorizations.
6. The undersigned will notify DBSI promptly in writing of any events or amendments to the Trust Instrument which alter or in any way affect the accuracy or truth of the representations set forth in this Authorization. DBSI may rely upon this Authorization as continuing in full effect unless and until it receives written notice from the undersigned of any changes.
The undersigned jointly and severally agree to indemnify and hold harmless DBSI, its employees and agents, from and against any and all liabilities, judgments, claims, settlements, losses, damages, ..obligations and expenses, including reasonable fees of counsel, arising from or related to any representations in this agreemeiit or any acts or omissions concerning the Trust by any of the Trustees.

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The Haste Trust

TRUST AGREEMENT dated 10/1/91

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JEFFREY E. EPSTEIN, as Grantor, and JEFFREY E. EPSTEIN, as Trustee.

EXBSX

(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;

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

2) At 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.

In exercising any discretion the Trustee, may, in his discretion, 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

(c)

income or of principal available to the person to whom a distribution is under consideration.

In extension and not in limitation of authority which the Trustee would otherwise have pursuant to law or in accordance with the other provisions of this Agreement the Trustee

Grantor directs that the Trustee have the following discretionary powers:

(a) To retain for as long a period of time as it may consider advisable or proper any property of any kind which may at any time be in his hands.

(b) To sell at public or private sale or to exchange any property which may at any time be in his hands, or to apply in any court; on any terms which he may

consider advisable or proper, including terms involving an extension of credit for any

period of time and with or without security.

(c) To acquire, buy, sell, contract to buy, contract to sell, short, buy-on

margin, exchange, engage in risk arbitrage transactions with respect to, and trade in

stocks (common or preferred), bonds, notes, debentures, obligations (secured or unsecured),

securities of open-end and closed-end investment companies and common trust funds,

and any other securities (issued or to be issued); commodities, futures, options, and any other property, real or personal, of any kind, whether similar or dissimilar to that specifically

enumerated, and in exercise of the foregoing, without being bound by any provision

of law restricting investments by trustees, and without regard to any principles of

diversification, and to exercise the same powers, whether or not specifically enumerated, and in exercise of the foregoing, without being bound by any provision

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instruments.

(e) To make any authorized transaction for cash or on credit or partly for cash

. and partly on credit; with or without security, or: partly or wholly funds borrowed

(0 To borrow money for any purpose and to pledge or mortgage property as security for money borrowed or for other transactions.

- (g) To participate in reorganizations, consolidations, mergers, liquidations, or other capital adjustments affecting securities held by him.
- (h) To retain any interest in, to invest in and to become a member of, any partnership or joint venture, to comply with all the terms and provisions of every partnership and joint venture relating to any investment at any time held by him, and to vote, execute and consent, exercise all rights and take such other action with respect to any partnership or joint venture as he, in his discretion, deems advisable,
- (i) To invest in or otherwise acquire any property, real or personal, of any kind, without limitation, without being bound by any provision of law restricting investments by trustees including secured and unsecured obligations, mutual and common funds, other securities, mortgages, and interests and options in any of the foregoing. . . .
- (j) To permit funds to remain uninvested, and to retain for an unlimited period of time and to acquire and retain property which is not-productive of income.
- (k) To hold securities in the names of nominees or in such form as to pass by
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- delivery and to remove property to or from any jurisdiction,
- (l) To employ attorneys, accountants, investment advisers, security analysts, brokers, agents, clerks; bookkeepers; tax preparers and assistants; and to pay; the fair and reasonable value of such services, and in connection with this power a Trustee who is a lawyer, an accountant of which a Trustee is a partner or employee may be retained on behalf of the Trust hereunder and compensated for services rendered.
- (m) To lend money or other property to any person, corporation, partnership, estate or other entity.
- (n) To distribute income or principal in cash or in kind or partly in each. Such distributions may be made to any trustee, beneficiary or remainderman with property that is like or different from the property used to make any other distribution to any other trustee, beneficiary or remainderman.
- (o) To hold all or part of the property held hereunder in common Investments or funds.

(p) To qierate, repair, alter and unprove any real property whkh he may hold or in which he may hold on interest or s participation: to erect or demolish buiMiogs ,
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 or not such act or omiraion is heiefaabove qiecificaly meittbnd, without
 being.bound
 by restrictions which might otherwise be'applicable and widiout court
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 <q) To detmnine, in/case'v,of reasonable doubt on his. part, whether any
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 or expenditure made by lunishan.^be diarged to income or to principal,
 . (r) To becoiiv,or continue to be on ofBcer, <llrector or employee of .any
 corporation, stock .of whk^ may be owned by the Grantor's estate or the
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 property, and
 instructions for the payment or receipt of money, rand the {Kiwe^
 to have access to any safe'deposit box oi- olllier place: where pro
 pursuant to this Agreement is deposited.
 (t) To ttansfer any property which be may at any time bokl to any
 jurisdiction
 which lie; deems advisable.
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The Trustee shall continue to have all the powers herein vested in him until the final distribution of all property in his hands. The Grantor authorizes and empowers the Trustee to sell, to continue or to liquidate, in whole or in part, the Trust's interest in any corporation, partnership, individual proprietorship or other business, subject, however, to the provisions of any stockholders' Agreement or other Agreement with respect to such business, which may be in force. Any such sale may be at a price and on terms or conditions which the Trustee in good faith considers fair and advisable. Any such sale may be made to any one or more of the Grantor's business associates, any one or more employees of any business in which the Grantor may be engaged, and any one or more of the Grantor's relatives, even the said business associates, employees and relatives, or any of them, may be a Trustee under this Agreement. The Grantor further authorizes and empowers the Trustee to acquire and to conduct any business of any kind, of any interest in any, such business, in partnership, individual, corporate or other form, and to continue such

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business or interest therein as long as he may consider it advisable, and to enter into

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contracts, make expenditures and do all other acts which he may regard as necessary or proper in connection with the acquisition and conduct of such business or interest therein. Such authority and power may be exercised notwithstanding the participation of one or more of the Trustee in such business in his individual capacity. The acquisition and conduct of such business or interest therein shall be at the risk of the Trust acquiring or conducting such business or interest therein, and the Grantor hereby exonerates the Trustee from any personal loss or liability which he might otherwise incur by reason of the acquisition or conduct of such business or interest therein. The authority granted to

the Trustee pursuant to this article shall be In addition to and not in
limitation of the
powers granted to him elsewhere in this Agreement
The Grantor makes the following provisions with respect to the Trustee;

<a) ' UK last acting Trustee is authorized to designate one or more additional or successor Trustees. Designations shall be in writing and may be revoked in writing by the maker thereof at any time prior to the qualification of the person designated.

(b) If at any time no Trustee is acting and no successor has been designated or no successor who has been designated is available to act, 'JEFFREY A. SCHAI' is appointed as successor Trustee.

(c) Any Trustee may resign by giving notice to take effect on the date specified in said notice.

(d) A Trustee may resign or qualify only by a written instrument mailed or delivered to the Grantor or a Trustee then, acting,

(e) No Trustee at any time acting hereunder shall be required to give any bond, undertaking, or other security for the faithful performance of his duties in any jurisdiction or be liable for the acts or omissions of any Trustee.

(f) Additional Trustees.

-Any reference herein to the Trustee shall include survivor, successors and

The Grantor, or any other person, with the consent of the Trustee, shall have the right to make additions to this Trust hereunder, by will or otherwise by

transferring to the Trustee, additional real or personal property.

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The Trustee hereby accepts, the Trust and agree to execute it, to the best

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The Grantor retains the right at any time or times during his life to
revoke,
in whole or in part, this Agreement and the Trust created hereunder and to
receive a
proportion of the entire income and principal.
The Grantor retains the right at any time or times during his life to amend
this Agreement and the Trust created hereunder.

The Grantor may revoke or amend this Agreement and the Trust created, hereunder by a written and acknowledged instrument. The right to revoke or amend the Trust shall be a personal right of the Grantor and may not be exercised on his behalf by any guardian, conservator, committee or other such entity. This Agreement and the Trust created hereunder shall become irrevocable and unassignable upon the Grantor's death.

NINTH

This Agreement and the Trust hereby created shall be construed and regulated by the law of the State of New York. This Agreement and the Trust created hereunder may be referred to as The Haze Trust

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As of the day and year first above written

IN WITNESS WHEREOF, the undersigned have executed this Agreement
JEFFREY E. EPSTEIN, Grantor
JEFFREY E. EPSTEIN, Trustee
JEFFREY E. EPSTEIN, Trustee
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P^^P , i^,,f personally came JEFFREY E.

EPSTEIN, to me known and known to me to be the individual described in and who

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ACCEPTANCE OF SUCCESSOR TRUSTEE

OF THE HAZK TRUST ,

WHEREAS, Jeffrey E. Epstein is Trustee of the Haze frust (die 'Tnisl"), created pursuant to a trust agreement dated February 9, 1999 between Jeffrey E. Epstein,

as Grantor, and Jeffrey E. Epstein, as Trustee (the "Trust Agreement"; see " ' WHEREAS, Jeffrey E. Epstein, Trustee of the Trust, pursuant to the provisions

of Article FIFTH, paragraph (a) of the Trust Agreement, designated Darren K. Indyke, to

act as Trustee of the Trust; '

. NOW, THEREFORE the undersigned hereby accepts his appointment as Trustee and agrees to be bound by all the terms and conditions of the Trust Agreement,

effective from and after the date thereof.

Witness my hand and seal this 28th day of August, 2008.

Dated as of: 8/28/08

Witness my hand and seal this 28th day of August, 2008.

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. Darren K. Indyke

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The Hare Tnisi (die 'Trust") was created under a trust agreemem dated Fetaniary 9,1999 between Jeflrey E, Epstein, as Gmnior, and Jeffrey E. Epstein, as

Tnistee (thc "Trust Agntcmeni"),

Pursuant to the provisions of Article FIFTH, paragraph (a) of die Trust Agreement, the Trustee is authorized to designate one or more additional Trustees of

die Tnist, and such designations !^all be in writing.

Jef&ey E, Epstein, as Trustee, hereby designates Darren K. !nd:^e, to act as Trustee of the Trust, effective from and after die date hereof

Datedasof May8,2007

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