The Haze Trust

TRUST AGREEMENT dated February 9, 1998, 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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