

THE WEXNER CHILDREN'S TRUST
TRUST AGREEMENT dated February 25, 1998, between
LESLIE H. WEXNER, as Grantor, and JEFFREY E. EPSTEIN, as
Trustee.

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.

FIRST

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

(a) 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.

(b) On the death of the Grantor, to distribute
the remaining income and principal of the trust to the
estate of the Grantor.

SECOND

Whenever the Trustee is directed or authorized to
pay income or principal to the Grantor, the Trustee shall be
authorized in his discretion to apply income or principal to
or for, the use of the Grantor.

THIRD

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 the 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
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SEVENTH

The Trustee hereby accepts the trust and agrees to
execute it to the best of his ability.

EIGHTH

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 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 unamendable upon the Grantor's
death.

NINTH

This Agreement and the trust hereby created shall
be construed in accordance with, and governed by, the laws
of the State of Ohio.

TENTH

This Agreement and the trust created hereunder may
be referred to as The Wexner Children's Trust II.

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IN WITNESS WHEREOF, the undersigned have executed
this Agreement as of the date and year first above written.

57192.: LESLIE H. WEXNER, Grant

By: Jeffrey E. Epstein, as
attorney -in -fact

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Schedule A

2,500,000 shares of common stock of The Limited, Inc.

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STATE OF NEW YORK)

) CS:

COUNTY OF NEW YORK)

On the 25th day of February, 1998, before me
personally came JEFFREY E. EPSTEIN, to me known and known to
me to be the individual described in and who executed the
foregoing instrument, and duly acknowledged to me that he
executed the same.

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HARRY I. BELLER

Notary Public. State of New York

No. 018E4853824

Qualified in Rockland County,

, Commission Expires Feb. 17, P9