

THE JEFFREY E. EPSTEIN 2001 TRUST TWO

WHEREAS, THE JEFFREY E. EPSTEIN 2001 TRUST TWO was created by a Trust Agreement dated November 8, 2001, between JEFFREY E. EPSTEIN, as Grantor, and JEFFREY E. EPSTEIN and JEFFREY A. SCHANTZ, as Trustees; and

WHEREAS, article TWELFTH of the Trust authorizes the Grantor to revoke or amend the Trust, in whole or in part; and

WHEREAS, the Grantor desires to amend and restate THE JEFFREY E. EPSTEIN 2001 TRUST TWO as hereinafter set forth;

NOW, THEREFORE, THE JEFFREY E. EPSTEIN 2001 TRUST TWO is amended and restated as follows:

FIRST

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

(a) During the life of the Grantor, to pay any part or all of the income from such property and such sums from any part or all of the principal of the

trust as the Trustees, in their discretion, from time to time determine 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, the remaining income and principal of this Trust, including any property received by this trust as a result of the Grantor's death pursuant to his will or otherwise shall be retained by the Trustees, IN TRUST, for the benefit of [REDACTED], [REDACTED], [REDACTED] and [REDACTED] ("the beneficiaries"), for the following purposes:

(1) To annually pay to each beneficiary an amount of money equal to the "applicable percentage" (as hereinafter defined) of the amount of money that the respective beneficiary earns from bona fide employment. The Trustees shall have sole and absolute discretion as to whether or not any income is the result of bona fide employment and such determination shall not be subject to review by any court. In making such determination, the Trustees shall consider the time devoted to such employment and the nature of the work performed and each beneficiary shall submit such documentation demonstrating the same as the Trustees may request.

It is the express intention of the Grantor, JEFFREY E. EPSTEIN, that this trust supplement the income earned by each beneficiary from her

own labor in bona fide gainful employment (i.e., a real job with real work). The Grantor, JEFFREY E. EPSTEIN, hereby instructs the Trustees that if any beneficiary has engaged in any plan, scheme or any other conduct whatsoever, to attempt to thwart such intent by seeking a distribution hereunder for any earnings which are not due to such beneficiary's own labor in bona fide gainful employment (e.g., by claiming earnings grossly disproportionate to a particular job or earnings from a "no show" job), then such beneficiary shall no longer be eligible to receive any distribution whatsoever from this trust. The determination of whether any beneficiary has engaged in any such conduct shall be made by the Trustees in their sole and absolute discretion and shall not be subject to review by any court.

(2) The "applicable percentage" shall be 200% with respect to the year of the Grantor's death and shall increase by an additional 100% of earnings each year thereafter.

(3) Each beneficiary wishing to seek a distribution from the trust for any year shall present the Trustees with a written request and with documentation, such as Form W-2, to support entitlement to a distribution by no later than March 1 following the year in question. The beneficiary shall also provide the Trustees with any additional information or documentation that the Trustees may request in order to verify that income was earned from bona fide employment.

(4) The Trustees shall make their determination as to each beneficiary's right to a distribution as soon as practicable after receipt of the requested information and thereafter shall distribute as they have so determined to do.

(5) The trust term for the beneficiaries trust shall operate on a calendar year basis continuing until all trust assets have been exhausted. In the final year of said trust, distributions shall be proportionate if insufficient assets are available for full distributions.

SECOND

If, pursuant to a mandatory distribution of principal, any minor becomes entitled to any share of the principal of any trust created hereunder, the property constituting such share shall be retained by the Trustees, IN SEPARATE TRUST, to pay to such minor any part or all of the income, including income previously accumulated, and the principal as the Trustees may, in their discretion, determine to be reasonably necessary for the minor's support, maintenance, education, health or other benefit, or, in the case of income, accumulate any part or all for his benefit. All income and principal not previously paid as above authorized shall be paid to such minor upon his attaining the age of twenty-one years, or in the event of and upon his prior death to his estate.

THIRD

Any income or principal the Trustees are authorized in their discretion to pay to a minor may, in the discretion of the Trustees, be paid for the benefit of such minor to a parent or guardian of such minor, or to the custodian for such minor under the Uniform Gift to Minors Act, or similar Act, of an appropriate state. The receipt of the parent, guardian or custodian to whom any income or principal is paid shall be a full discharge of the Trustees from liability with respect to such payment and from further accountability therefor.

FOURTH

Wherever the Trustees are directed or authorized to pay income or principal to any person, the Trustees shall be authorized in their discretion to apply income or principal to or for the use of such person.

FIFTH

In exercising any discretion the Trustees, or such of them as are authorized to act, may, but shall not be required to, consider and accept as correct any statement which they believe to be reliable made by any person, including a person interested in the way in which the discretion is exercised. The Trustees, in exercising

any discretionary authority given to them under any provision of this agreement, shall not be required to take into account any other resources of income or of principal available to the person to whom a distribution is under consideration.

SIXTH

The word "issue" as used in this agreement shall mean issue per stirpes. The word "discretion" as used in this agreement shall mean "sole, exclusive, and unrestricted discretion." The word "taxes" as used in this agreement shall include all interest thereon and penalties with respect thereto. Unless the context otherwise requires, the use of the masculine and feminine shall be interchangeable, and the use of the singular and plural shall be interchangeable.

SEVENTH

All estate, succession, legacy, generation skipping transfer taxes and inheritance taxes, federal, state, and other, which may be payable by reason of the Grantor's death, whether in respect of property passing under this agreement or in respect of property not passing under this agreement, shall be paid out of the property disposed of pursuant to article FIRST section V paragraph (b) of THE JEFFREY E. EPSTEIN 2001 TRUST ONE.

EIGHTH

In extension and not in limitation of authority which the Trustees would otherwise have pursuant to law or pursuant to other provisions of this agreement, the Grantor directs that they have the following discretionary powers:

- (a) To retain for as long a period of time as they may consider advisable or proper any property of any kind which may at any time be in their hands.
- (b) To sell at public or private sale or to exchange any property which may at any time be in their hands, without application to court, on any terms which they may consider advisable or proper, including terms involving an extension of credit for any period of time and with or without security.

(c) 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 but not limited to common and preferred stocks, domestic or foreign, interests in partnerships and limited liability companies, secured and unsecured obligations, mutual and common funds, other securities, mortgages, commodity futures and contracts, repurchase agreements, and interests and options in any of the foregoing.

(d) To acquire and retain property without regard to any principles of diversification.

(e) To acquire, exercise or sell conversion, subscription and other rights and options, and to grant options for any period of time.

(f) To hold securities in the names of nominees or in such form as to pass by delivery.

(g) To employ attorneys, accountants, investment advisers, security analysts, brokers, agents, clerks, bookkeepers, stenographers and assistants, and to pay on a regular basis the fair and reasonable value of their services, and in connection with this power a Trustee who is an attorney, an accountant or a broker or any firm of attorneys, accountants or brokers of which a Trustee is a partner or

employee may be retained on behalf of the trust hereunder and compensated for services rendered.

(h) To borrow money for any purpose, including but not limited to the payment of taxes, this power to include the power to borrow from income for the benefit of principal or from principal for the benefit of income, with or without interest, and to pledge or mortgage property as security for money borrowed.

(i) To lend money or other property to any person, corporation, partnership, estate, trust or other entity, including a beneficiary hereunder even if such beneficiary is a Trustee, and to lend, without interest, income to or for the benefit of principal and principal to or for the benefit of income.

(j) 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.

(k) To operate, repair, alter and improve any real property which they may hold or in which they may hold an interest or a participation; to erect or demolish buildings thereon; to enter into leases for such real property or any part thereof or any interest or participation therein for any period of time; to mortgage such real property or any part thereof or any interest or participation therein for any

period of time; to grant options with respect to such real property, mortgages and leases or any interest or participation therein for any period of time; to perform, modify, waive provisions of, extend, renew, terminate or otherwise act in respect of any such leases, mortgages or options; to cause such real property or any interest or participation therein or any part thereof and themselves to be insured against any and all risks; to retain an agent or agents for any of the foregoing purposes; and to do or omit to do anything of any kind or nature with respect to any such real property or any part thereof or any interest or option with respect thereto and the management thereof which they may in their discretion consider advisable, whether or not such act or omission is hereinabove specifically mentioned, without being bound by any restrictions which might otherwise be applicable and without court approval.

(l) To determine, in case of reasonable doubt on their part, whether any property coming into their hands constitutes income or principal, and whether any payment or expenditure made by them shall be charged to income or to principal.

(m) To retain any interest in, to invest in and become a member of, any real estate partnership or joint venture; to comply with all the terms and provisions of every real estate partnership or joint venture relating to any investment at any time held by them; to succeed the Grantor as a member of any such partnership

or joint venture, and to vote, execute consents, exercise all rights and take such other action with respect to any real estate partnership or joint venture as they, in their discretion, deem advisable.

(n) To become or continue to be an officer, director, or employee of any corporation, the stock of which may be owned by the Grantor's estate or the trust created hereunder and as such officer, director or employee to receive a salary, bonus, or other compensation in reasonable amount for services rendered to said corporation.

(o) To delegate to any one of the Trustees any nondiscretionary power, including but not limited to the power, singly or with others, to sign checks, withdrawal slips, instructions for the receipt or delivery of securities or other property, and instructions for the payment or receipt of money, and the power, singly or with others, to have access to any safe deposit box or other place where property of any trust created pursuant to this agreement is deposited.

(p) To transfer any property which they may at any time hold to any jurisdiction which they deem advisable.

The Trustees shall continue to have all the powers herein vested in them until the final distribution of all property in their hands.

NINTH

The Grantor makes the following provisions with respect to the Trustees:

(a) JEFFREY A. SCHANTZ is authorized to designate one or more additional or successor Trustees and is further authorized to remove any Trustee acting hereunder by a written and acknowledged instrument. 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 JEFFREY A. SCHANTZ resigns or at any time ceases to act as Trustee, without having designated an additional or successor Trustee, the Grantor appoints DARREN INDYKE as Trustee in his place.

(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 acting hereunder shall be liable for any loss or damage which may occur hereunder, unless due to willful default, deliberate wrongdoing, or willful violation of an express provision hereof.

(f) No Trustee at any time acting hereunder shall be required to (i) 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 other Trustee, (ii) file periodic reports in or to any court or (iii) give notice of appointment as Trustee to any court. Each Trustee acting hereunder is specifically relieved from any and all of the duties which would otherwise be placed upon him by Chapter 59 or Title 15 of the Virgin Islands Code.

(g) Any reference herein to the Trustees shall include survivors, successors and additional Trustees.

The Grantor authorizes the Trustees to (i) divide any trust into separate trusts and (ii) combine separate trusts with substantially similar provisions.

TENTH

The Grantor, or any other person, with the consent of the Trustees, shall have the right to make additions to any trust hereunder by will or otherwise by transferring to the Trustees additional real or personal property.

ELEVENTH

The Trustees hereby accept the trust and agree to execute it to the best of their ability

TWELFTH

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.

THIRTEENTH

If any beneficiary under this trust shall in any way directly or indirectly (a) contest or object to the probate of the Grantor's will or to the validity of any disposition or provision of the Grantor's will or of this trust or (b) institute or prosecute, or be in any way directly or indirectly instrumental in the institution or prosecution of, any action, proceeding, contest, objection or claim for the purpose of setting aside or invalidating the Grantor's will or this trust or any disposition therein or provision thereof, then the Grantor directs that (a) any and all provisions in this trust for such beneficiary and his issue in any degree shall be null and void and (b) the trust property shall be disposed of as if such beneficiary and his issue in any degree had all failed to survive the Grantor.

FOURTEENTH

This Agreement and the trust hereby created shall be construed and governed by the laws of the United States Virgin Islands applicable to agreements made, delivered and performed therein.

FIFTEENTH

This Agreement and the trust created hereunder may be referred to as
“The Jeffrey E. Epstein 2001 Trust Two.”

IN WITNESS WHEREOF, the undersigned has executed this
amendment and restatement on February March 8, 2002.


JEFFREY E. EPSTEIN, Grantor

