

THE CHOCOLATE CHARITABLE REMAINDER UNITRUST

On this December 28, 2012, I, JEFFREY E. EPSTEIN, a resident of the U.S. Virgin Islands (the "Settlor"), desiring to establish a charitable remainder unitrust within the meaning of § 4 of Rev. Proc. 2005-52 and § 664(d)(2) and (3) of the Internal Revenue Code (the "Code"), hereby create the Chocolate Charitable Remainder Unitrust and designate Darren K. Indyke and Erika A. Kellerhals as the initial Trustees.

ARTICLE ONE. FUNDING OF TRUST

The Settlor transfers to the Trustees the property described in Schedule A and the Trustees accept such property and agree to hold, manage, and distribute such property of the Trust under the terms set forth in this Trust instrument.

ARTICLE TWO. PAYMENT OF UNITRUST AMOUNT

2.1. ANNUAL PAYMENT. In each taxable year of the Trust, the Trustees shall pay to Jeffrey E. Epstein (the "Recipient") during the Recipient's life, a unitrust amount equal to the lesser of (a) the Trust income for the taxable year, as defined in 26 U.S.C.A. § 643(b) and corresponding regulations; and (b) 12% of the net fair market value of the assets of the Trust valued as of the first day of each taxable year of the Trust (the "valuation date"). The unitrust amount for any year shall also include any amount of Trust income for such year that is in excess of the amount required to be distributed under (b) (above) to the extent that the aggregate of the amounts paid in prior years was less than the aggregate of the amounts computed as 12 % of the net fair market value of the Trust assets on the valuation dates.

2.2. EXCESS INCOME. The unitrust amount shall be paid in annual installments. Any income of the Trust for a taxable year in excess of the unitrust amount shall be added to principal. If for any year the net fair market value of the Trust assets is incorrectly determined, then within a reasonable period after the value is finally determined for federal tax purposes, the Trustees shall pay to the Recipient (in the case of an undervaluation) or receive from the Recipient (in the case of an overvaluation) an amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

ARTICLE THREE. PRORATION OF THE UNITRUST AMOUNT

In determining the unitrust amount, the Trustees shall prorate the same on a daily basis for a short taxable year and for the taxable year ending with the Recipient's death.

ARTICLE FOUR. DISTRIBUTION TO CHARITY

Upon the death of the Recipient, the Trustees shall distribute all of the then principal and income of

the Trust (other than any amount due the Recipient or the Recipient's estate under the provisions above) to *J. Epstein Virgin Islands Foundation, Inc, a United States Virgin Islands not for profit corporation a/k/a Enhanced Education* (the "Charitable Organization"). If the Charitable Organization is not an organization described in 26 U.S.C.A. §§ 170(c), 2055(a), and 2522(a) at the time when any principal or income of the Trust is to be distributed to it, then the Trustees shall distribute such principal or income to such one or more organizations described in §§ 170(c), 2055(a), and 2522(a) of the Code as the Trustees shall select in their sole discretion.

ARTICLE FIVE. ADDITIONAL CONTRIBUTIONS

If any additional contributions are made to the Trust after the initial contribution, the unitrust amount for the year in which the additional contribution is made shall be equal to the lesser of (a) the Trust income for the taxable year, as defined in § 643(b) of the Code and the corresponding regulations; and (b) 12% of the sum of (1) the net fair market value of the Trust assets as of the valuation date (excluding the assets so added and any income from, or appreciation on, such assets); and (2) that proportion of the fair market value of the assets so added that was excluded under (1) that the number of days in the period that begins with the date of contribution and ends with the earlier of the last day of the taxable year or the day of the Recipient's death bears to the number of days in the period that begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the day of the Recipient's death. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued as of the time of contribution. The unitrust amount for any such year shall also include any amount of Trust income for such year that is in excess of the amount required to be distributed under (b) above to the extent that the aggregate of the amounts paid in prior years was less than the aggregate of the amounts computed as 12 % of the net fair market value of the Trust assets on the valuation dates.

ARTICLE SIX. PROHIBITED TRANSACTIONS

The Trustees shall make distributions at such time and in such manner as not to subject the Trust to tax under 26 U.S.C.A. § 4942. Except for the payment of the unitrust amount to the Recipient, the Trustees shall not engage in any act of self-dealing, as defined in 26 U.S.C.A. § 4941(d), and shall not make any taxable expenditures, as defined in 26 U.S.C.A. § 4945(d). The Trustees shall not make any investments that jeopardize the charitable purpose of the Trust, within the meaning of 26 U.S.C.A. § 4944 and the corresponding regulations, or retain any excess business holdings, within the meaning of 26 U.S.C.A. § 4943(c).

ARTICLE SEVEN. TRUSTEES

7.1. NAMED TRUSTEES; SUCCESSOR TRUSTEES. There shall be two Trustees of the Trust. The initial Trustees shall be Darren K. Indyke and Erika A. Kellerhals.

7.2. SURETY BOND. No Trustee named in this instrument or successor Trustee shall be required to provide surety or other security on a bond. If, notwithstanding the foregoing provision, a bond shall be required, no sureties shall be required on the bond.

7.3. DELEGATION. Any co-Trustee may delegate any powers and authorities to another co-Trustee for any period that the delegating co-Trustee deems appropriate. A person dealing in good faith with any co-Trustee may rely without inquiry upon that co-Trustee's representation that a particular power or authority has been delegated and not rescinded.

7.4. RESIGNATION. Any Trustee may resign by giving written notice specifying the effective date of the resignation to the co-Trustee hereunder, or if no co-Trustee remains, to the appointed successor Trustee hereunder, or if there is no person appointed as successor Trustee hereunder who is able or willing to serve as successor Trustee, to the Settlor. In the event that an initial or successor Trustee resigns or is unable or unwilling to serve as Trustee hereunder, and no other person has been appointed as a successor hereunder, or if appointed, no person appointed as a successor Trustee hereunder is able or willing to serve as Trustee hereunder, then the Settlor may appoint a successor co-Trustee to act in the place of the Trustee that has resigned or is unable or willing to serve as Trustee hereunder. Upon the incapacity or death of the Settlor, the remaining Trustee may appoint any person, firm or corporation as successor co-Trustee.

7.5. REMOVAL AND REPLACEMENT OF TRUSTEES. Any Trustee or co-Trustee may be removed, with cause, by a court of proper jurisdiction. The title to the Trust Fund or the separate trust assets shall automatically also vest in any Successor Trustees or Successor Trustee, as the case may be. Subject to the foregoing appointment of a successor or replacement Trustee, the Settlor authorizes any Trustee named in this Trust Agreement or appointed pursuant to this Article to appoint, by an acknowledged written instrument, one or more successor Trustees and/or, in the event of a vacancy, a co-Trustee. This power to appoint shall be a continuing power that may be exercised any number of times and shall be exercised by unanimous vote. The appointment of successors by the Trustees named herein shall take precedence over appointments made by any other Trustees.

7.6. SUCCESSOR TRUSTEES. No successor Trustee shall be obliged to examine the accounts and actions of any previous Trustee. No successor Trustee shall be responsible in any way for any acts or omissions of any previous Trustee.

7.7. ACCOUNTING. The consent and approval of any accounting by any Trustee shall be binding and conclusive. Any Trustee may at any time and from time to time render an account of the Trustee's acts and transactions as such Trustee with respect to the income and principal of any trust created hereunder (from the date of the creation of such trust or from the date of the last previous account of the Trustee) to the Recipient. Such account may be rendered in any form acceptable to the co-Trustee. The Trustee shall have the power and authority on behalf of all persons interested in such trust, whether such interest relates to income or principal, to settle and adjust such account. Such settlement shall be final and conclusive upon all persons so interested in such trust and no Trustee shall be required to obtain judicial approval of such account so settled. Upon such settlement, the Trustee who rendered such account shall be fully and completely discharged and released from all further liability, responsibility and accountability for or with respect to the Trustee's acts and transactions as set forth in such account. Nothing herein, however, shall be construed as a limitation upon the right of the Trustee to seek judicial settlement of the Trustee's account, whether or not such account is so settled.

The Trustees shall not be required to file annual accounts with any court or court official in any jurisdiction. In addition, pursuant to Section 1212, Title 15 of the Virgin Islands Code, the Settlor hereby relieves the Trustees and any Successor Trustee of the requirements imposed by Chapter 59, Title 15 of the Virgin Islands Code, or any similar successor law respecting public filings of inventories and accountings by Trustees. Furthermore, pursuant to Section 1107, Title 15, of the Virgin Islands Code, the Settlor hereby relieves the Trustees, to the extent allowable, from any and all duties, restrictions, and liabilities which would otherwise be imposed upon him by Chapter 57, Title 15, Virgin Islands Code.

7.8. NO COMPENSATION. No Trustee serving hereunder shall be entitled to any compensation for serving as Trustee hereunder; PROVIDED, HOWEVER, that a Trustee shall be entitled to be reimbursed for properly documented reasonable expenses incurred in connection with the Trustee's actually acting as Trustee hereunder.

7.9. UNANIMOUS CONSENT. In all matters pertaining to the administration of this Trust, the unanimous consent of the co-Trustees or, in the event of a vacancy not yet filled, the consent of the sole Trustee, shall be all that is required for the approval of any action or the exercise of any power of appointment hereunder.

ARTICLE EIGHT. LIABILITY AND HOLD HARMLESS

8.1. No Trustee shall be liable for any act or omission except for gross negligence, willful malfeasance or bad faith.

8.2. No Trustee shall be liable or responsible for the loss or depreciation of any security, investment or other property which may be received, purchased, made or retained by such Trustee in good faith in accordance with the provisions of this Trust, or with respect to any of the funds held by such Trustee hereunder, or for any loss incurred in any enterprise undertaken or participated in by such Trustee with respect to any of the funds held by such Trustee hereunder, or for any act, deed or loss, no matter how incurred, arising from any matter with respect to any of such funds, undertaken by such Trustee in good faith pursuant to the provisions of this Trust.

8.3. No person dealing with any Trustee acting hereunder shall have any duty to inquire into the propriety or validity of any action taken by any such Trustee, or be required to see to, or be liable for, the application of any money paid or property transferred or delivered to any such Trustee.

8.4. In addition to the powers granted by law, the Settlor grants to the Trustee and any successors thereto and co-Trustees hereunder the power to retain, so long as they deem advisable, and to acquire by purchase or otherwise, any kind of real property or personal property, including (without limitation) common stocks, interests in investment companies and discretionary common trust funds, undivided interests and secured and unsecured obligations -- all without diversification as to kind or amount; to sell for cash or on credit (at public or private sale) lease and mortgage, , any kind of real or personal property; to distribute in kind or in money or partly in each, even if shares be composed differently; to hold property in the names of nominees or so that it will pass on delivery, and to leave property in the custody of a firm of stockbrokers and registered in the name of the

stockbrokers' nominees; to engage and rely on investment counsel, accountants, appraisers and other experts and legal counsel and to compensate them; to employ custodians of the assets and bookkeepers and clerks and other assistants; and to borrow money for any purpose and continue any debt of mine.

ARTICLE NINE. POWERS AND DUTIES OF TRUSTEES

Subject to the specific provisions of this Trust Agreement, including, without limitation, Articles Six and Eleven hereof, a Trustee hereunder shall have all of the powers conferred upon him under the laws of the United States Virgin Islands, as the same may be amended from time to time, and the powers conferred by law upon fiduciaries in every jurisdiction in which such Trustee may act. In addition, subject to the specific provisions of this Trust Agreement, including, without limitation, Articles Six and Eleven hereof, the following powers are conferred upon the Trustees, any co-Trustees and any successors thereto, exercisable in their absolute discretion, except to the extent that such acts undertaken by any Trustee, co-Trustee, or successor Trustee would constitute self-dealing as defined in Internal Revenue Code section 4941, would jeopardize the charitable purpose of the trust as defined in Internal Revenue Code section 4944 or result in a taxable expenditure as provided for in Internal Revenue Code section 4945:

- 9.1. To retain any property, real or personal, which may at any time be in their hands, or to sell, exchange or otherwise dispose of any such property on any terms, including the extension of credit with or without security, they may determine to be advisable, and to lease or grant options for any such property for any period of time.
- 9.2. Any monies requiring investment may be invested in or upon any investment of whatever nature and wherever situate whether producing income or not (including the purchase of any immovable or movable property or any interest in such property) as the Trustees shall in their absolute discretion think fit so that the Trustees shall have the same full and unrestricted powers of making and changing investments of such monies as if they were absolutely and beneficially entitled to such monies and without prejudice to the generality of the above the Trustees shall not be under any obligation to diversify their investment of such monies.
- 9.3. To purchase or otherwise acquire any property, real or personal, of any kind, without limitation.
- 9.4. To acquire and retain property without any duty to diversify, without being bound by any provision of law restricting investments by fiduciaries, and whether or not the property is productive of income.
- 9.5. To retain all or any part of the assets of the Trust Fund (without regard to the proportion that any one asset or class of assets may bear to the whole) in the form in which such assets were received or acquired by the Trustees, except to the extent with which Trustees would be unable to make the distributions required by this Trust;
- 9.6. To buy and sell options, warrants, puts, calls or other rights to purchase or sell (collectively called "options") relating to any security or securities, regardless of whether such

security or securities are then held by the Trustees, and whether such options are purchased or sold on a national securities exchange, and to exercise with respect to such options all powers which an individual owner thereof could exercise, including, without limitation, the right to allow the same to expire;

9.7. With respect to oil, natural gas, minerals, and all other natural resources and rights to and interests therein (together with all equipment pertaining thereto) including, without limiting the generality of the foregoing, oil and gas royalties, leases, or other oil and gas interests of any character, whether owned in fee, as lessee, lessor, licensee, concessionaire or otherwise, or alone or jointly with others as partner, joint tenant, or joint venturer in any other noncorporate manner, (a) to make oil, gas and mineral leases or subleases; (b) to pay delay rentals, lease bonuses, royalties, overriding royalties, taxes, assessments, and all other charges; (c) to sell, lease, exchange, mortgage, pledge or otherwise hypothecate any or all of such rights and interests; (d) to surrender or abandon, with or without consideration, any or all of such rights and interests; (e) to make farm-out, pooling, and unitization agreements; (f) to make reservations or impose conditions on the transfer of any such rights or interests; (g) to employ the most advantageous business form in which properly to exploit such rights and interests, whether as corporations, partnerships, limited partnerships, mining partnerships, joint ventures, co-tenancies, or otherwise exploit any and all such rights and interests; (h) to produce, process, sell or exchange all products recovered through the exploitation of such rights and interests, and to enter into contracts and agreements for or in respect of the installation or operation of absorption, reprocessing or other processing plants; (i) to carry any or all such interests in the name or names of a nominee or nominees; (j) to delegate, to the extent permitted by law, any or all of the powers set forth herein to the operator of such property; and (k) to employ personnel, rent office space, buy or lease office equipment, contract and pay for geological surveys and studies, procure appraisals, and generally to conduct and engage in any and all activities incident to the foregoing powers, with full power to borrow and pledge in order to finance such activities; together with the power to allocate between principal and income any net proceeds received as consideration, whether as royalties or otherwise, for the permanent severance from lands of oil, natural gas, minerals, and all other natural resources;

9.8. To hold all or any part of the assets of the Trust Fund in cash or in bank accounts without the necessity of investing the same;

9.9. To exercise in person or by proxy conversion, subscription, voting and other rights and options; to participate in reorganizations, consolidations, mergers, liquidations or similar transactions and to retain property received thereunder; to enter into voting trust agreements and to appoint voting trustees; and to delegate discretionary powers in connection with any of the above.

9.10. To hold securities in the names of nominees or in the names of banks, trust companies, stock brokerage firms or their nominees, or in bearer form.

9.11. To employ and pay, as an administration expense, legal and investment advisers, accountants, brokers, custodians, bookkeepers, clerks and other agents and assistants, for ordinary as well as extraordinary services, and to delegate to them discretionary powers.

- 9.12. To make interim payments on account of commissions and legal fees, without bond or court order.
- 9.13. To make or guarantee loans to any person with or without security.
- 9.14. To borrow money for any purpose from any source and to pledge or mortgage property as security for money borrowed.
- 9.15. To extend, abandon, settle, compromise, modify, release or arbitrate any claim or obligation.
- 9.16. To make distributions in cash or in kind or partly in each without the consent of any beneficiary and to allocate property distributed in kind among the recipients without any obligation to make proportionate distributions or to distribute to all recipients property having an equivalent basis for income tax purposes.
- 9.17. To delegate to any co-Trustee any power or discretion (including the power to sign checks) acceptable to the co-Trustee; PROVIDED, HOWEVER, that no power shall be delegated to any co-Trustee if doing so would defeat any of the intent and purposes of this Trust Agreement.
- 9.18. To hold property of separate trusts in common investments or funds.
- 9.19. To operate, repair, alter, improve, develop, sell, exchange, grant options on or lease for any period of time, insure, erect or demolish buildings on, partition or mortgage any real property they may hold or in which they may hold an interest or participation and to do or omit to do anything of any kind or nature with respect to any real property or any interest or participation therein or any lease or mortgage thereon or option with respect thereto and the management thereof as they may determine to be advisable, whether or not that act or omission is hereinabove specifically mentioned and without being bound by restrictions that might otherwise apply.
- 9.20. 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 thereof, and to take all actions with respect to any partnership or joint venture as they may determine to be advisable.
- 9.21. To abstain from filing any inventory or periodic account in any court.
- 9.22. To make any division or distribution required by this agreement.
- 9.23. To pay all costs of administration related to the duties of the Trustees and performance of this Trust Agreement.
- 9.24. To retain the property held in trust without liability for any decrease in value.

9.25. The Trustees shall have power to engage the services of such investment adviser or advisers as the Trustees may from time to time think fit ("the investment adviser") to advise the Trustees in respect of the investment and reinvestment of the Trust Fund with power for the Trustees without being liable for any consequential loss and to delegate to the investment adviser the discretion to manage all or any part of the Trust Fund within the limits and for the period stipulated by the Trustees and the Trustees shall settle the terms and condition for the remuneration of the investment adviser and the reimbursement of the investment adviser's expenses as the Trustees shall in their absolute discretion think fit and such remuneration and expenses shall be paid by the Trustees from the Trust Fund. The Trustees shall not be bound to inquire into nor be in any manner responsible for any changes in the legal status of the investment adviser. The Trustees shall incur no liability for any action taken pursuant to or for otherwise following the advice of the investment adviser however communicated.

9.26. After the termination of any trust hereunder, to exercise all the powers, authorities and discretions herein conferred until the complete distribution of the property held hereunder.

9.27. To appoint a Trustee to act in another jurisdiction with respect to any portion of the Trust Fund located in the other jurisdiction, confer upon the appointed Trustee all of the powers and duties of the appointing Trustee, require that the appointed Trustee furnish security, and remove any Trustee so appointed.

9.28. To resolve a dispute concerning the interpretation of this Trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution.

ARTICLE TEN. ADDITIONAL POWERS

Subject in all events to the provisions of Articles 6 and 7 above:

10.1. Except as otherwise provided herein, the Trustees may determine, when there is reasonable doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or other assets should be credited to income or principal, and which disbursements, commissions, assessments, fees, taxes, and other expenses should be charged to income or principal.

10.2. The proceeds from the sale, redemption or other disposition, whether at a profit or loss, and regardless of the tax treatment thereof, of any property constituting principal, including mortgages and real estate acquired through foreclosure or otherwise, shall normally be dealt with as principal, but the Trustees, except as otherwise provided herein, may allocate a portion of any such proceeds to income if the property disposed of produced no income or substantially less than the current rate of return on trust investments, or if the Trustees shall deem such action advisable for any other reason.

10.3. The Trustees may (but are not directed to) allocate receipts and disbursements between income and principal in accordance with the laws of the United States Virgin Islands, as amended and in effect from time to time.

ARTICLE ELEVEN. LIMITATION ON POWERS

Notwithstanding the provisions of Article Seven through Ten above, none of the powers accorded the Trustees shall be construed to enable the Settlor, the Trustee, or any other person to purchase, exchange or otherwise deal with or dispose of the principal or income of this Trust for less than an adequate or full consideration in money or money's worth, or to enable the Settlor, any corporation, or other entity in which the Settlor has a substantial interest, or the Trustees, to borrow the principal of this Trust, directly or indirectly, without adequate interest or security. Furthermore to the extent the exercise of a power granted to the Trustees by this Agreement would cause the Trustees to be deemed to have engaged in self-dealing as defined in Code section 4941, to have jeopardized the charitable purpose of the trust or to have incurred a taxable expenditure, such power shall be deemed void and not available to the Trustees.

ARTICLE TWELVE. TAXABLE YEAR

The taxable year of the Trust shall be the calendar year.

ARTICLE THIRTEEN. GOVERNING LAW

The operation of the Trust shall be governed by the laws of the United States Virgin Islands.

ARTICLE FOURTEEN. LIMITED POWER OF AMENDMENT

The Trust is irrevocable. The Trustees, however, shall have the power, acting alone, to amend the Trust in any manner required for the sole purpose of ensuring that the Trust qualifies and continues to qualify as a charitable remainder unitrust within the meaning of § 664(d)(2) and (3) of the Code.

ARTICLE FIFTEEN. INVESTMENT OF TRUST ASSETS

Nothing in this Trust instrument shall be construed to restrict the Trustees from investing the Trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of Trust assets.

ARTICLE SIXTEEN. MISCELLANEOUS

16.1 DEFINITION OF TERMS. Wherever appropriate in this Trust Agreement and unless otherwise provided to the contrary herein, (1) the masculine, feminine and neuter genders shall be deemed to include the others; (2) the singular shall be deemed to include the plural, and vice versa; (3) reference to any fiduciary shall be deemed to include any successor, whether named herein or

otherwise appointed; and (4) the term "Code" shall be construed to mean the Internal Revenue Code of 1986, as amended, or any subsequent Federal tax law, and references to specific Code sections shall include the corresponding provisions of any subsequent Federal tax law.

16.2 VIRTUAL REPRESENTATION. It shall not be necessary to serve with process any minor or incompetent in any judicial proceeding in connection with this Trust Agreement (including, without limitation, proceedings involving any trust hereunder) in which any competent adult party to such proceeding has the same interest as such minor or incompetent. Any non-judicial settlement of the accounts of any Trustee, executed by all of the persons required to be served by law after taking into consideration the provisions of this Article expressly waiving the requirement of service of process on infants and incompetents, shall be binding on all persons having any interest under this Trust Agreement (including all minors, unborns and incompetents).

16.3 CHANGE OF SITUS. The Trustees hereunder may, at anytime and from time to time as the Trustees, in the Trustees' absolute discretion, deem advisable, for the benefit or security of any trust or any portion thereof hereunder, remove (or decline to remove) all or part of the assets or the situs of administration thereof from one jurisdiction to another jurisdiction and elect that the law of such other jurisdiction thereafter govern the same to such extent as may be necessary and appropriate, and thereupon the courts of such other jurisdiction shall have the power to effectuate the purposes of this instrument to such extent. This power of removal shall be a continuing power which may be exercised any number of times. The determination of the Trustees as to any such removal or change of situs shall be conclusive and binding on all persons interested or claiming to be interested in any trust hereunder.

16.4 ACCEPTANCE BY TRUSTEE. Each Trustee, co-Trustee and successor Trustee, by joining in the execution of this Agreement, hereby signifies his or her acceptance of the trusts created hereunder.

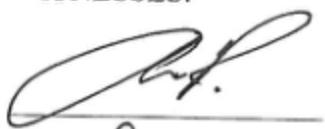
16.5 COURT AND CONTROL TEST. This Trust Agreement and the trust created by it shall, in all respects and for all purposes, be governed and regulated by the laws of the Territory of the United States Virgin Islands, as they now exist and may from time to time be enacted, amended, or repealed. All questions regarding the validity, construction and administration of this Trust Agreement, or any of its provisions, and of this Trust shall be determined solely by the laws of the U.S. Virgin Islands. **THE COURTS OF THE STATE OF DELAWARE AND THE U.S. VIRGIN ISLANDS SHALL HAVE PRIMARY SUPERVISION OVER THE ADMINISTRATION OF THIS TRUST.** It is intended that this Trust shall be a U.S. domestic trust as defined in Title 26, section 7701(a)(30) of the Code by virtue of meeting the court and control test. As provided in Treas. Reg. section 301.7701-7(c)(4)(D), if both a United States court and a foreign court are able to exercise primary supervision over the administration of this Trust, the trust meets the court test.

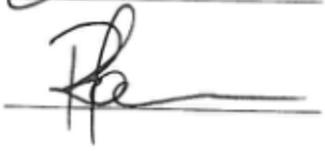
16.6 PERPETUITIES SAVINGS LIMITATION. Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate, if it is not previously terminated, one (1) day prior to the expiration of the permissible period under the relevant application of the rule against perpetuities, if any, and the Trustees shall pay the then remaining principal and undistributed income

of such trust as provided in Article Four hereof, immediately prior to its termination under this section.

DECLARED AND AGREED TO by each of the undersigned.

WITNESSES:







JEFFREY E. EPSTEIN, Settlor

ERIKA A. KELLERHALS, Trustee

DARREN K. INDYKE, Trustee

J. EPSTEIN VIRGIN ISLANDS FOUNDATION, INC.

By: _____
Name: _____
Title: _____

of such trust as provided in Article Four hereof, immediately prior to its termination under this section.

DECLARED AND AGREED TO by each of the undersigned.

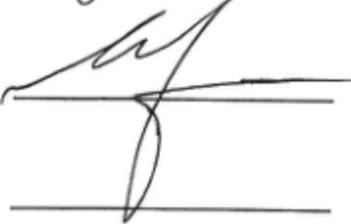
WITNESSES:

JEFFREY E. EPSTEIN, Settlor

Angela Walters



ERIKA A. KELLERHALS, Trustee



DARREN K. INDYKE, Trustee



J. EPSTEIN VIRGIN ISLANDS FOUNDATION, INC.

Angela Walters

By: 
Name: _____
Title: _____

of such trust as provided in Article Four hereof, immediately prior to its termination under this section.

DECLARED AND AGREED TO by each of the undersigned.

WITNESSES:

JEFFREY E. EPSTEIN, Settlor

ERIKA A. KELLERHALS, Trustee

Bella Klein _____ *Darren K. Indyke* _____
DARREN K. INDYKE, Trustee

Lesley Griffin

J. EPSTEIN VIRGIN ISLANDS FOUNDATION, INC.

By: _____
Name: _____
Title: _____

SCHEDULE A

\$100 CASH