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PALM BEACH COUNTY

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF	CASE NO. 502012CP004391XXXXSB
SIMON BERNSTEIN,	NOTICE OF MOTION
Deceased	HON. JUDGE MARTIN H. COLIN

_____/

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL),
ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE, PROFESSIONALLY
JOHN AND JANE DOE'S (1-5000)

RESPONDENTS

ADDITIONAL RESPONDENTS TO BE ADDED

THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN,
LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A BENEFICIARY,
LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER CHILDREN,
JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY,

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JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY,

JILL MARLA IANTONI, AS TRUSTEE FOR HER CHILDREN,
PAMELA BETH SIMON, INDIVIDUALLY,
PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILDREN,
MARK MANCERI, ESQ., PERSONALLY,
MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL)

BENEFICIARIES/INTERESTED PARTIES TO BE ADDED

JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD)
JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD)
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD)
ALEXANDRA BERNSTEIN (TED ADULT CHILD)
ERIC BERNSTEIN (TED ADULT CHILD)
MICHAEL BERNSTEIN (TED ADULT CHILD)
MATTHEW LOGAN (TED'S SPOUSE ADULT CHILD)
MOLLY NORAH SIMON (PAMELA ADULT CHILD)
JULIA IANTONI – JILL MINOR CHILD
MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD
_____/

NOTICE OF MOTION

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se[1] Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge,

[1] Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."
In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)"The Federal

at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order to;

(I) ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT

(II) FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD

(III) COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION

(IV) CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE

Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice.

HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES

(V) ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE

(VI) FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE

(VII) RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND

(VIII) RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE

and such other relief as the Court may find just and proper, including but not limited to, Your Honor reviewing all prior motions and petitions, forcing respondents to respond to each and reviewing ALL PRIOR RELIEFS requested, in light of the EMERGENCIES evidenced



herein. That due to extraordinary circumstances defined herein that will cause an immediate lights out situation on Petitioner's family, including three minor children who are Beneficiaries of the estate, due to Admitted and Acknowledged Forgeries and Fraud by the alleged Personal Representatives and their Licensed Notary Public, Kimberly Moran ("Moran") submitted to the Florida Governor's Office Notary Public Investigations Division regarding documents of the estate filed with this Court, Petitioner requests this Court not wait for the now scheduled Evidentiary Hearing on October 28, 2013 but instead act on its own motion immediately to stop these now **LIFE THREATENING EMERGENCIES** and to stop further crimes from being committed and order **EMERGENCY RELIEF AND PROTECTION** to the Beneficiaries to curtail an attempted Extortion of Petitioner, as described herein. Note that the **ADMITTED FRAUD AND FORGERIES OF DOCUMENTS WAS SUBMITTED AS PART OF FRAUD ON THIS COURT DIRECTLY TO THIS COURT** and therefore these Admitted and Acknowledged Felony crimes detailed herein have been committed directly against this Court in addition to Petitioner, Beneficiaries and Interested Parties. This Court should therefore take immediate Judicial Notice of the facts contained herein, including but not limited to, Admitted and Acknowledged Forgeries and Fraud and take immediate corrective measures.

Dated: Palm Beach County, FL

October 10, 2013

X _____

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MATTHEW LOGAN
MOLLY NORAH SIMON
JULIA IANTONI
MAX FRIEDSTEIN
CARLY FRIEDSTEIN

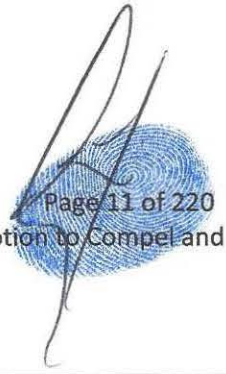


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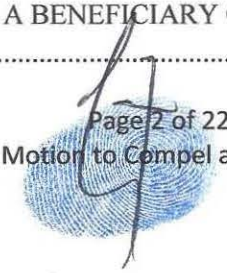
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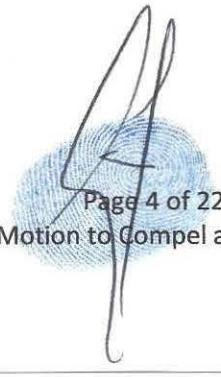
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(V) MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY



DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE

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1. That Eliot requests the Court add Mark R. Manceri, Esq. ("MANCERI"), Mark R. Manceri, P.A. ("MRM"), Pamela Beth Simon ("P. SIMON"), Jill Marla Iantoni ("IANTONI"), Lisa Sue Friedstein ("FRIEDSTEIN"), as new Respondents in each capacity listed in the Notice of Motion heading and add each grandchild of SIMON and SHIRLEY separately as Beneficiaries/Interested Party Respondents.
2. That for Judicial Economies of Scale and to reduce costs being billed to the estate for these proceedings and thus possibly to the beneficiaries, Eliot Ivan Bernstein ("ELIOT")

requests that the following several Motions be allowed in one pleading that defies possible conventions of the Court in page limits or any other limits to number of Motions included in one pleading, by accepting this Motion and not forcing ELIOT to file a number of separate motions to conform to any Court limits that would cost in extra paper, mailing, service, etc.

3. That due to the number of alleged crimes being committed by the fiduciaries in these matters and the numerous amount of LIES told at the September 13, 2013 hearing ("Hearing") evidenced herein this Motion may also be lengthy as it is hard to fit this many alleged crimes and lies into a limited few pages being a Pro Se Litigant[2] unskilled in the art of legalese. This Court should admonish those Attorneys at Law that attempt to discredit ELIOT'S pleadings or ELIOT personally for page length or other such nonsense in attempts to evade the facts and evidence in each Petition against them for their crimes admitted to already before this Court and investigators and those they are responsible for alleged herein.

PRIOR UNANSWERED PETITIONS IN THE ESTATE OF SHIRLEY BY RESPONDENTS

4. That upon learning of a variety of alleged crimes being perpetrated in the estates of Simon L. Bernstein ("SIMON") and Shirley Bernstein ("SHIRLEY"), ELIOT filed the following

[2] Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."
In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)"The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice.

Petitions and Motions with this Court, which remain unanswered by any of the served parties and this Court:

i. May 6, 2013 ELIOT filed Docket #23 an "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE" ("Petition 1").
    i. www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
    ii. www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Pages 156-582

ii. May 29, 2013, ELIOT filed Docket #28 "RENEWED EMERGENCY PETITION" ("Petition 2")
    i. www.iviewit.tv/20130529RenewedEmergencyPetitionSIMON.pdf

iii. June 26, 2013, ELIOT filed Docket #31 "MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER" ("Petition 3")
    i. www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseSIMON.pdf

iv. July 15, 2013, ELIOT filed Docket #32 "MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS" ("Petition 4")
    i. www.iviewit.tv/20130714MotionRespondPetitionSIMON.pdf

v. July 24, 2013, ELIOT filed Docket #33 "MOTION TO REMOVE PERSONAL REPRESENTATIVES" **for insurance fraud and more**. ("Petition 5")
    i. www.iviewit.tv/20130724SIMONMotionRemovePR.pdf

vi. August 28, 2013, ELIOT filed Docket #TBD "NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" ("Petition 6")

i. www.iviewit.tv/20130828MotionFamilyAllowanceSHIRLEY.pdf

vii. September 04, 2013, ELIOT filed Docket #TBD "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE. ("Petition 7")

www.iviewit.tv/20130904MotionFreezeEstatesSHIRLEYDueToAdmittedNotaryFraud.pdf .

BACKGROUND UPDATE

THE POST MORTEM CHANGES TO SIMON AND SHIRLEY'S BENEFICIARIES – GANG OF TWO BECOMES GANG OF FOUR

5. That due to Admitted and Acknowledged felony criminal acts in documents in the estate of SHIRLEY, the Admitted and Acknowledged felony criminal acts in Fraud on the Court using a dead persons as if alive and more, the background of this Motion is now slightly

different from that in Petition 1 and thus an update is necessary in light of these remarkable events.

6. That with the admission of Fraud, Forgery, Fraud on the Court and by estate counsel, their notary public and others, described and evidenced further herein, a bigger picture of crimes unfolds and may explain to this Court the who and how and most importantly the why of all the crimes alleged herein and in Petitions 1-7 that emanate from these initial crimes. Therefore, the following background update supplements the background in Petition 1, that was quite lengthy but updates those parts that change now with the admissions of these crimes versus just being alleged at that time in Petition 1.

7. That SIMON and SHIRLEY were one of the happiest and most loving couples on earth and they gave four of their five children everything from the moment they hit it big in 1970's, maybe too much.

8. That one child, ELIOT, when they hit the big time rejected the big house, chauffeured limousine to school, free ride in college paid for by mom and dad, etc., as he wanted to be like his father, a self-made man, who made it on his own and built his own castle for his own bride, as SIMON had done with SHIRLEY. In his teens SIMON was forced to work when his father died leaving his mother and sister at the time without a breadwinner and a brother10 years older at war and so he became the head of the household.

9. From nothing SIMON and SHIRLEY built a large estate through SIMON'S sales in life insurance for high net worth individuals and large corporations, one of the most successful careers in the industry and he was an innovator in complex insurance trusts such as VEBA'S and ARBITRAGE LIFE, both highly sophisticated insurance funding vehicles he invented that he sold hundreds of millions of dollar of premium through.

10. That in 2012 SIMON considered changing his and his deceased love SHIRLEY'S long standing estate beneficiaries from three of five of their children, ELIOT, IANTONI & FRIEDSTEIN to his ten grandchildren to end disputes with his four other children that were killing him emotionally and physically.

11. That Theodore Stuart Bernstein ("TED") and P. SIMON were disinherited from the estates prior in 2000 and 2008, not just because they received the family businesses worth millions and ELIOT, IANTONI and FRIEDSTEIN did not but ELIOT also alleges that they remained out of the estates until the end due to their pathetic and cruel behavior towards SIMON and SHIRLEY in the waning years of their lives to the day they died.

12. That the rift between P. SIMON and her parents began several years prior to SHIRLEY'S death when a transfer of companies between P. SIMON, her husband David B. Simon ("D. SIMON") and SIMON went wrong and SIMON felt that they did not honor their buyout terms and this dispute lasted until the day SIMON died. That in earlier estate plans allegedly done in 2000 by Proskauer Rose, LLP ("PROSKAUER")[3], evidenced in Petition 1, "EXHIBIT 6 - PROSKAUER ROSE INSERTED EXHIBIT 1 OF WILL OF SIMON L. BERNSTEIN," P. SIMON and her lineal descendants were already disinherited for compensation received.

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[3] "U.S. justices divided in Allen Stanford Ponzi scheme case" Monday, October 07, 2013 5:07 p.m. EDT, WHTC http://whtc.com/news/articles/2013/oct/07/us-justices-divided-in-allen-stanford-ponzi-scheme-case/

and

"Receiver Seeks $1.8 B From Stanford's Lawyers" By RYAN ABBOTT, Courthouse News Service, Friday, February 03, 2012
http://www.courthousenews.com/2012/02/03/43609.htm

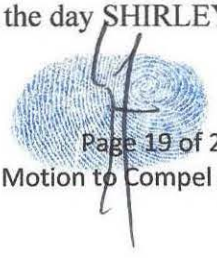
Where SIMON and SHIRLEY had two lawsuits against Stanford for approximately two million dollars lost in the Stanford Ponzi on bogus Certificates of Deposit and where TED brought SIMON into Stanford.

13. That P. SIMON and D. SIMON started an isolation of SIMON and SHIRLEY and withheld their child depriving her from her grandparents, using her to torture and punish them if they did not put them back in the estate plans. In the 2008 estate plans, SIMON and SHIRLEY did not put P. SIMON back in and then allegedly in 2012 SIMON did allegedly make changes but that will evidenced herein to be part of a post mortem fraud to change the beneficiaries, yet even if the changes were legitimate they still excluded P. SIMON from the estates.

14. That immediately after SHIRLEY died, TED and P. SIMON both ceased seeing SIMON almost entirely, after learning from Tescher & Spallina, P.A. ("TSPA"), Donald Tescher ("TESCHER") and Robert Spallina ("SPALLINA") that TED had also been disinherited both because he got companies of he and SIMON'S worth millions and his pathetic behavior immediately prior to SHIRLEY'S death and until the day SIMON died. TED was disinherited out of the estates in 2008 along with P. SIMON and their lineal descendants and were enraged that they got the family businesses and nothing else and were disinherited.

15. That TED and P. SIMON, after SHIRLEY'S death recruited and induced IANTONI and FRIEDSTEIN and their children to join the isolation of SIMON and deprive him of their children too, now not only because of TED and P. SIMON'S anger over being disinherited for compensation received while their parents were alive but now it was claimed that their assault on SIMON was due to his companion Maritza Rivero Puccio ("MARITZA").

16. That once the four of them joined together, like a gang of pack wolves they began preying on SIMON, precluding their children, and ALL OF THEM, from seeing or contacting SIMON almost entirely from the day SHIRLEY died on December 08, 2010 until the day



SIMON died on September 13, 2012. In the year and half from SHIRLEY to SIMON'S death his four other children barely seeing or talking to him and when they did it was full of "piss and vinegar." Demanding SIMON to change the beneficiaries of his and SHIRLEY'S estates and stop seeing his companion MARITZA, or else, further isolation and deprivation, a cruel and unusual punishment to a man suffering the loss of the love of his life, the man who gave them everything.

17. That this extortion of SIMON to meet their demands or else lose four of his five children and seven of ten grandchildren was devastating to SIMON, see Petition 1 for more details of this behavior that parallels elder abuse, for this broke SIMON'S heart, which already was pretty beaten physically from heart disease and love sickened at his recent loss of SHIRLEY and this added stress easily could have killed him.

18. That when ELIOT would not join the gangbang when approached with the idea, they stopped seeing and talking to ELIOT too, not that ELIOT talked to them much anyway prior. ELIOT had stopped talking with TED years earlier for his acts in business against ELIOT and ELIOT'S friends who worked for TED (who later also disowned TED) and ELIOT washed his hands of TED back in college when they ceased doing business together.

19. That ELIOT washed his hands of P. SIMON years earlier when he was 30 over bad business dealings, when P. SIMON began to run the businesses and began failing to pay ELIOT according to contracts and moved to push him out of the family business and sued ELIOT in this same courthouse, as evidenced in Petition 1. ELIOT then quit selling for the family businesses because P. SIMON had offended ELIOT, ELIOT'S friends who worked for him and ELIOT'S clients http://www.iviewit.tv/inventor/clientlisting.htm , due to her

bad business practices and ELIOT then left to work for Rock-It Cargo USA, a company that moves entertainment performers and their gear worldwide and never returned to selling insurance.

20. That ELIOT did not work for SIMON or P. SIMON'S companies ever and had his own businesses with his friends started in college in their dorm and then moving thousands of miles away from the Chicago family business to California and worked from his garage with his college buddies, whilst TED and P. SIMON worked for SIMON in palatial offices and basically counted SIMON'S money and money from ELIOT'S sales, as ELIOT was their top salesman year after year. SIMON hired P. SIMON'S husband, D. SIMON and his brother A. SIMON to work in the offices as legal counsel for his companies' right of college.

21. That ELIOT remained close to his father after the death of SHIRLEY, as with the love birds that they were, he worried for the health of SIMON in her absence and never before had ELIOT witnessed his father in such pain, until the pain that was heaped upon that by this isolation torture. SIMON visited SHIRLEY at her burial site after she passed every day that he was in Boca Raton, FL to his death, just hard to find lovers like that in this day and age.

22. That ELIOT was confronted by three of TED'S children who were sent to tell ELIOT that he and his children were enabling SIMON to see MARITZA by their visiting SIMON and MARITZA weekly, as this was allegedly enabling SIMON to continue his relationship with MARITZA. They wanted ELIOT to stop seeing SIMON and deny his children their Zeida aka Grandpa and join the "TOUGH LOVE" pogrom on his father and join the

gangbang to force him to stop seeing MARITZA, who they alleged was stealing all his money and according to TED, MARITZA had robbed SHIRLEY and SIMON and more.

23. That ELIOT was appalled by learning that all other children and grandchildren were part of this isolation and deprivation torture on SIMON, especially since some of the grandchildren were adults with their own minds. ELIOT stated to TED'S children when asked to join the gang, that what they were doing to SIMON was killing him and making him sad, depressed and physically weak. SIMON had a heart condition where this torturous stress could kill him and ELIOT told TED'S children to tell his brother TED that he was insane, as more fully described in Petition 1, Exhibit 1, where TED states bizarrely when confronted with this psychotic boycott of his father that gave him the world, in an email to ELIOT when confronted with the abuse of their father,

> From: Ted Bernstein
> [mailto:TBernstein@lifeinsuranceconcepts.com]
> Sent: Saturday, April 07, 2012 11:45 AM
> To: Eliot Ivan Bernstein
> Subject: RE: passover
>
> Eliot,
>
> Although I normally do not like to have these discussions via email, it does seem important to say this in a way that is documented in the record. None of this is directed at any person, in particular, and can be shared with anyone you feel is necessary. What follows is simply intended to be a roadmap. My primary family is Deborah and our four children. They come first, before anything and anyone. **The family I was born into is no longer, that is just a fact, it is not a matter of opinion, it just is.** **[emphasis added]**

24. That on May 10, 2012 SIMON called for a meeting with his five children and SPALLINA & TESCHER, to discuss the idea of ELIOT, IANTONI and FRIEDSTEIN giving up their

inheritances in both estates and splitting it instead with the ten grandchildren to resolve disputes with SIMON and his other children.

25. That SPALLINA stated first at the meeting, that against his advice, SIMON was attempting to resolve disputes over his estate raised by TED and P. SIMON who had been disinherited entirely from the estates, as they had already been compensated with family businesses while SIMON and SHIRLEY were alive but now wanted back into the estate plans and also to resolve the MARITZA disputes with his other four children. Basically, if their extortive demands were met the ban of SIMON would be lifted and it appeared they would not stop the torture unless SIMON conceded to their demands. SPALLINA then stated that this seemed the only way to solve for these disputes or words to that effect.

26. That in May of 2012, ELIOT was unaware of what his inheritance was in SHIRLEY'S estate and that he was even a beneficiary, as estate counsel, TSPA, TESCHER & SPALLINA, secreted this information from him for approximately 17 months after SHIRLEY died and failed to send him any accountings, any inventories or anything at all as required by law and many of these documents still remain suppressed and denied from ELIOT since the time that SHIRLEY passed on December 08, 2010, to the May 10, 2012 meeting, to SIMON'S death on September 13, 2012, to present.

27. That when SIMON called ELIOT to inform him of the meeting to resolve the disputes with his other children, stating ELIOT was a beneficiary and therefore had to be at the meeting, ELIOT was surprised to learn he was beneficiary of SHIRLEY'S estate.

28. That SIMON too was surprised that ELIOT did not know of his inheritance and had not received documents from TSPA, TESCHER & SPALLINA regarding his inheritance. SIMON advised ELIOT to demand the documents from TSPA, TESCHER & SPALLINA

at the meeting and nothing would go into effect from the meeting until ELIOT had a chance to review the documents he was to have been given already by law and knew exactly what he was going to be waiving his rights and interests in if the changes went through.

29. That at the meeting ELIOT agreed to do whatever SIMON thought to be best and would go along with whatever he decided to do in the end to relieve the stress and allow him to see his seven other grandchildren and four other children again and if ended the torture ELIOT was not going to stand in the way, it was his money anyway.

30. That the Court should keep in mind that the meeting was held due to primarily inheritance issues raised by TED and P. SIMON, who truly had no beneficial interests as they were disinherited at that time and were not even necessary to be at the meeting, as SIMON was looking for agreement to do this deal from the named beneficiaries ELIOT, IANTONI and FRIEDSTEIN, who were being asked to give up their inheritances to help TED and P. SIMON'S children and where TED and P. SIMON were giving up nothing and gaining nothing. The reason they were invited was so that they would agree to stop their abuse and let SIMON see their children he loved again and stop their harassment and torture of SIMON and MARITZA, they did not come to the table with anything material and they did not leave with anything, only their adult children would benefit if the changes were made.

31. That prior to the meeting, on information and belief, P. SIMON had even threatened SIMON with litigation for inheritance after SHIRLEY passed and in advance of his death, claiming he would give it all away to MARITZA and her family or MARITZA would steal from him and this crushed SIMON even further.

32. That when everyone was asked if they agreed with the new strategy, ELIOT, IANTONI and FRIEDSTEIN all agreed to do whatever was best for SIMON to relieve his stress and resolve the disputes and TED and P. SIMON agreed and ELIOT left thinking the torture would end as agreed.

33. That as SIMON had requested, in the May 2012 meeting, ELIOT demanded that TSPA, TESCHER and SPALLINA turn over the estate documents regarding his inheritance in SHIRLEY'S estate that were LEGALLY owed to him as a beneficiary in order to review, so he could determine what he was signing away in any Waiver and granting to his children and the other grandchildren and the terms and SPALLINA agreed to send them.

34. That TESCHER and SPALLINA stated that all the documents and some new documents would be sent to everyone explaining everything and for the beneficiaries, ELIOT, IANTONI and FRIEDSTEIN to review in advance of any changes.

35. That SIMON'S disputes with his other children and grandchildren however **did not end** after the May 10, 2012 meeting as agreed, as TED, P. SIMON, IANTONI and FRIEDSTEIN and their seven children continued the isolation and deprivation torture against SIMON and MARITZA. In fact, the hostilities only intensified and their hate of MARITZA became scary and ELIOT was blown away that they continued.

36. That Rachel Walker ("WALKER"), SHIRLEY'S personal assistant had moved into SIMON'S home and the gang of four even recruited her to hate on SIMON and MARITZA and the insanity led to her leaving the house on bad terms with SIMON and MARITZA.

37. That WALKER would not show at MARITZA'S birthday bash thrown by SIMON and in fact without telling SIMON, left to go to Chicago and see P. SIMON, IANTONI and



FRIEDSTEIN and SIMON felt betrayed and angered over her decision and fired her that night and then later rehired her.

38. That SIMON sought mental health therapy in attempts to combat the pain and suffering both he and MARITZA were enduring at the hands of his four other children and WALKER.

39. That SIMON'S four other children and their seven children maintained almost no contact whatsoever with SIMON and MARITZA after the May 10, 2012 meeting, violating any oral agreement made to end these disputes if he decided to make the changes in the beneficiaries. The boycott now was claimed to be due to his continued relationship with his companion MARITZA, which he had never agreed to do and presumably because SIMON had not made the changes to the beneficiaries yet for TED and P. SIMON'S children and the hostilities raged until the day SIMON died.

40. That the only ones that remained close to SIMON and SHIRLEY and saw them every week with their children for almost 12 years before they died, when living in Florida, was ELIOT and his wife Candice Michelle Bernstein ("CANDICE"). SIMON and SHIRLEY adored ELIOT and CANDICE'S children and worked hard to plan their estates to provide for ELIOT, CANDICE and their three children and protect them in the event anything happened to them from the RICO defendants in ELIOT'S RICO lawsuit who have been harassing them for over a decade now, SIMON especially feared for his family after the car bombing, when everything changed dramatically, as more fully described in Petition 1[4].

[4] The Court should note that TED was the last person in possession of CANDICE'S minivan before it was taken to a body shop where the bomb was put in it and where it exploded only hours before CANDICE and the children were to take possession of the vehicle, see

http://www.iviewit.tv/Image%20Gallery/auto/Auto%20Theft%20and%20Fire%20Master%20Document.pdf and

41. That the dispute and hate of MARITZA by SIMON'S children raged even more viciously immediately after SIMON'S death, when TED, P. SIMON, IANTONI and FRIEDSTEIN agreed to throw MARITZA out of SIMON'S house, the house she had been living in with SIMON for months, in the middle of the night on the night he died, just hours later, frantically grabbing her possessions and fleeing, despite ELIOT'S protestations that this was not SIMON'S intent or desire.

42. That MARITZA was thrown out of the hospital room with SIMON when he was dying because someone told the hospital that SIMON was being poisoned by her and when ELIOT arrived while they were resuscitating SIMON and the hospital would not let anyone in until security arrived stating they were called to protect him.

43. That MARITZA fled the hospital when ELIOT'S siblings arrived at the hospital and went to SIMON'S house to grab her things, later when ELIOT arrived at the home shortly after SIMON passed she claimed to ELIOT and CANDICE that certain siblings had made threats to her at the hospital that she better be gone and she was frightened for the harm they would do to her, again it was a gangbang of four against one, against MARITZA now and she was no match for the gang.

44. That the morning of SIMON'S death, several Palm Beach County Sheriff's department officers showed up to investigate allegations made by TED, IANTONI, FRIEDSTEIN and

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http://www.iviewit.tv/CompanyDocs/2007%2004%2020%20Iviewit%20Request%20for%20FBI%20IA%20and%20OIG%20investigation%20of%20FBI%20case%20downlow.pdf

That the Court should note that TED introduced SIMON to the folks at infamous Stanford Bank, the second largest US Ponzi scheme, where SIMON lost several million dollars in bogus CD's. Stanford has been linked to Proskauer Rose LLP law firm who has been charged with CONSPIRACY in the Stanford SEC action by the Federal Court appointed receiver. That Stanford Bank was tied to two of the most violent Mexican Drug Cartels and was a money laundering scheme. ELIOT claims Stanford was money laundering royalties from his stolen intellectual properties in the billions. That Proskauer has also been linked to having the most "victims" in the Bernard Madoff Ponzi, victims that many later turned out to be feeders to Ponzi and part of the scheme and artifice to defraud.

WALKER that MARITZA had murdered SIMON by poison or overdose and for his money. WALKER stated MARITZA was overmedicating SIMON and switching pills in the bottles of his prescription medicine and more.

45. That with SIMON out of their way just minutes, the gang of four now began instantly to prey on MARITZA and to rid her of any inheritance SIMON may have left her, as more fully described in Petition 1 and they truly appeared to hate her and she would not attend the funeral and this was very sad.

46. That WALKER and TED stole off the estate documents relating to a gift in the form of a contract SIMON left to MARITZA days before dying, as he was very worried in the last weeks of life that something was going to happen to him and they would attack or blame MARITZA and not take care of her. SIMON, ELIOT, CANDICE and MARITZA had been shopping for several weeks before SIMON died for a home for MARITZA to own that SIMON was going to buy for her, for her to have a home in case anything happened to him and he had given her a budget of $300,000.00.

47. That the morning of SIMON'S death, TED ordered an autopsy of SIMON based on allegations that MARITZA poisoned him, perhaps a scapegoat already in place for slaughter in the event anything showed up.

48. That it is important to note that in Petition 1, ELIOT believed that IANTONI and FRIEDSTEIN were recruited into the gang by TED and P. SIMON and were innocent victims to their madness over their disinheritance and had been conned by TSPA, TESCHER, SPALLINA, TED and P. SIMON et al. and were taking the Kool-Aid.

49. That IANTONI and FRIEDSTEIN spoke with ELIOT and told him they were going to take appropriate actions when they found out their signatures had been forged and fraud

was occurring. However, when ELIOT discovered recently that IANTONI and FRIEDSTEIN had instead of reporting the crimes, then partook in what appears an insurance beneficiary and trust fraud scheme, had signed Affidavits to this Court attempting to pardon the felony crimes committed in their names and father and mother's estates and participated in the sale of a Condominium behind ELIOT'S back, never reporting what they knew, ELIOT realized they had sand bagged him all along and were actually working for the gang and giving information he was gathering to TED and P. SIMON all along, despite their assurances to ELIOT that they would keep this confidential information private until ELIOT had enough proof to prove what was going on and that they had not done anything and knew nothing.

50. That Rachel Walker ("WALKER") immediately prior to SIMON'S death left the hospital and immediately after SIMON'S death (within minutes) had removed estate documents from SIMON's home and gave them to TED at the hospital who was waiting for them, including a document to MARITZA regarding inheritance for her and a check that TED, P. SIMON, WALKER and SPALLINA later claimed was unsigned and WALKER had a large pile of other estate documents she removed.

51. That the MARITZA documents and check removed from the estate could be considered a creditor claim or beneficial claim depending on what the secreted and suppressed documents contain, where these documents were then also suppressed and denied from the beneficiaries to this date by TSPA, TESCHER, SPALLINA, TED and P. SIMON. MARITZA is believed to have retained counsel and who was, on information and belief, denied the information too.



52. That TED then secreted the MARITZA document that WALKER had given him and the check to MARITZA and then turned it over to SPALLINA weeks later and SPALLINA and TED claimed to ELIOT and others that they were not planning on giving MARITZA anything and she would never see the documents and finally that she had probably killed him for it, despite it being part of SIMON'S last wishes.

53. That hours after SIMON passed, TED contacted the Palm Beach County Sheriff's office and TED, IANTONI, FRIEDSTEIN and WALKER gave statements to the Palm Beach County Sheriff detectives claiming that MARITZA murdered SIMON, this all transpiring only a few hours after SIMON passed. ELIOT did not think MARITZA murdered SIMON and so stated to the Sheriff Deputies.

54. That all four siblings in the gang of wolves and WALKER claimed MARITZA murdered SIMON for his money as more fully described in Petition 1. However, TED and SPALLINA failed to tell the Sheriff of the MARITZA documents and check they had suppressed and denied, which would have at least provided some type of motive for MARITZA to murder SIMON, as MARITZA was not included in the estates or perhaps she was and yet another reason documents are being secreted and suppressed.

55. That SIMON was furious according to friends and health professionals until his dying day over the fact that his other four children and seven grandchildren continued their boycott against him after the May 10, 2012 meeting. That due to the continued dispute with his other four children that were never resolved prior to his death and thus violated the terms of the proposed oral agreement to end such disputes agreed to in the May 10, 2012 meeting and it is apparent from the properly documented record that SIMON never made the

changes to his or SHIRLEY'S estates prior to his death and they were not made without a little post mortem help as learned in the Hearing on September 13, 2013 before this Court.

56. That TSPA, TESCHER and SPALLINA et al. then worked almost exclusively with TED and P. SIMON after and perhaps before SIMON'S death, to make changes to the estates and act against the wishes and executed estate documents of SIMON and SHIRLEY, as SIMON never properly executed any estate documents to change the plans he and SHIRLEY signed in 2008 and now there is admitted fraud and alleged forgery in certain of the documents used.

57. That now that SIMON was deceased and out of the way, TSPA, SPALLINA, TESCHER and TED et al. could submit post mortem for SIMON, the changes he never made while alive and run SIMON'S and SHIRLEY'S estate as they saw fit and all it would take is a few fraudulent documents and some forged signatures and a bada bing they had illegally seized dominion and control over the estate.

58. That after SIMON'S death, ELIOT made immediate requests for the estate documents for SIMON and SHIRLEY to verify the changes he was told were made by SIMON and TSPA, SPALLINA and TESCHER et al. refused him the documents repeatedly telling ELIOT he was not a beneficiary of either estate any longer and was not entitled to the documents or anything and he better cooperate with them or else.

59. That ELIOT stated even if the changes were made, he wanted to see the documents and if he was not a beneficiary he was still Trustee and Guardian for his children and entitled to the documentation as his children were now the alleged beneficiaries, and yet, ELIOT was still refused the documents.

60. That immediately after ridding themselves of MARITZA, the gang of four immediately began on alienating all of SIMON'S friends and business associates. That first they started with Scott Banks ("S. BANKS") whose business agreement with SIMON in a company they formed TELENET was already underway, with new offices, six new employees, new computer systems, etc. more fully described in Petition 1.

61. That when SIMON passed away the whole deal was wholly dishonored by TSPA, SPALLINA, TESCHER and TED et al. S. BANKS was left with the option of either suing the estate or walking away and could not bring himself to do sue SIMON'S estate, a man he loved like his father and who treated him and his wife as his friends for eight or nine years before he passed.

62. That instead of honoring SIMON'S agreement or even settling out with him and helping the business straddle all the costs that SIMON and S. BANKS had encumbered together, S. BANKS after being ping ponged around between TSPA, TESCHER & TED et al. was left holding the bills and had to fire all the staff he and SIMON had recently hired, abandon his lease that he and SIMON had just taken together and was left holding all the debts he took on based on his deal with SIMON and walked away disgusted.

63. The treatment of Scott Banks ("S. BANKS") by TED and SPALLINA was harsh and not as SIMON would have wanted or intended and would have wanted his business deal honored. That no accountings were released to the beneficiaries of the estate regarding the stock SIMON held in the new TELENET company or anything at all regarding the dissolution.

64. That then TED fired, with no notice and no severance, Diana Banks ("D. BANKS"), SIMON'S longtime secretary and assistant and S. BANKS wife and this compounded the

problems for the BANKS family, exactly the opposite of SIMON would have wanted or intended for two people he loved.

65. That then TED hired WALKER who had received an insurance license to work for TED after SIMON passed and then TED fired WALKER only days after she was working for him, where she then left to enter a drug treatment program and allegedly tried to commit suicide on her return, saddened perhaps by the betrayal of the gang of four. WALKER then returned to her home in MA.

66. That there is one more friend of SIMON'S, William Stansbury ("STANSBURY") whom SIMON loved like a son and STANSBURY felt likewise about SIMON as a father figure and best friend. Where SIMON'S friendship with STANSBURY came to a crashing end, weeks before SIMON'S death when TED and SIMON were sued by STANSBURY for failure to pay him monies due from the business. STANSBURY is a creditor of the estates of SHIRLEY and SIMON now but mainly according to the complaint filed it exists over bad blood between TED and STANSBURY.

67. That STANSBURY'S lawsuit filed just weeks before SIMON passed devastated SIMON as he could not understand why STANSBURY was suing over monies he thought had been paid to him according to MARITZA and others.

68. That TED hired counsel to defend himself in the lawsuit and SIMON did not join the lawsuit with TED initially and may have never joined according to the records from TED'S lawyers in that creditor action.

69. That SIMON told ELIOT when he left his insurance business and offices with TED to move into S. BANKS warehouse office at TELENET that he thought TED had stolen

money from the companies, others and him and was scarred TED was losing it and was terminating his business dealings with TED.

70. That witnesses claim that on or about this time, TED and SIMON had major fights in the office that left SIMON afraid and perhaps telling TED that he would join STANSBURY and sue him for the monies stolen and this may have increased the intensity of TED'S rage.

71. That it should be noted by the Court that estate counsel TSPA, TESCHER and SPALLINA claimed when asked by ELIOT and others the status of the lawsuit by STANSBURY that there were no worries, he had no claim and would settle for a few thousand dollars.

72. That when asked who was representing the estates of SIMON and SHIRLEY, SPALLINA retorted that no one was and asked if we thought he should retain counsel for the estate.

73. That D. SIMON stated he was worried that with no one representing the estate, a default judgment could be filed by STANSBURY for failing to respond and SPALLINA stated he would look into the matters and correct the defects.

74. That ELIOT reviewed the STANSBURY case and thinks that STANSBURY has valid claims against TED and that it is not a lawsuit not to worry about or not take seriously and it appeared that no one had been working with STANSBURY to settle.

75. That TED may be hoping that STANSBURY prevails against the estate, where he gets nothing anyway, other than through fraud and wants with SPALLINA for the estates to lose and be charged and pay for his personal liabilities via the estate monies versus pay for them personally as he should.

76. That this loss of a close personal friend and business associate over the acts of TED, devastated SIMON, as it had done in the past with another longtime friend and associate of

SIMON'S, Sal Gorge ("GORGE") whose 20-30 friendship was also destroyed by the acts of TED.

77. That with all SIMON'S friends and business associates alienated and out of the way the gang of four began to work against ELIOT and it appears that TSPA, TESCHER and SPALLINA et al. were actually Aiding and Abetting the efforts of TED and P. SIMON to seize dominion and control of the estates and make changes to the estates post mortem for SIMON and SHIRLEY through fraud and forgery, more in line with TED and P. SIMON'S liking.

78. That the Court should note that SIMON was a lifetime insurance agent, who managed and operated large trust companies and national insurance agencies, doing thousands of complicated estate plans for high net worth clients and large corporations throughout the nation and if he had wanted the beneficiary changes made they would have been "bullet proof" all "i's dotted and t's crossed," not legally defective documents and certainly not fraudulent and forged documents. SIMON invented ARBITRAGE LIFE PAYMENT SYSTEM, a funding plan that he sold hundreds of millions of dollars of via bank financed premium through. The arbitrage that existed is between bank short term borrowing rates and insurance company long term investment rates, and from the profit of the arbitrage he was able to greatly offset or completely pay the cost of insurance rate for his clients, leaving many clients with no premiums year after year. SIMON also made money managing the Arbitrage pool of monies funding the policies annually and as the amount of premium soared so did his trust management fees and commissions.

79. That if SIMON had decided to change the beneficiaries of the estate of SHIRLEY and his own beneficiaries in his estate, he would not have done it with incomplete documents that

would not be legally valid and would have made the documented changes while alive and without the aid of others while dead. There would be none of these questions left to the imagination, every beneficiary would be named as a beneficiary, and a clear path to their inheritance set in stone. Simon was meticulous in this genre of estate planning, trusts and insurance contracts and worked on some of the largest estate plans in the nation for over 30 years. In fact, he was renowned for creating proprietary insurance plans involving complicated and extensive trusts vehicles for complicated and extensive estate plans for millionaires and even a few of ELIOT'S billionaire clients, selling billions of dollars of insurance with hundreds of millions of dollars of premium and millions upon millions of commissions.

80. That after the Hearing in Your Honor's Court, ELIOT was informed by a medical professional of SIMON'S, a business associate of SIMON'S and others, that SIMON was at the time of his death considering cutting IANTONI and FRIEDSTEIN out of the estates for their continued abuses of him and MARITZA since the May 10, 2012 meeting. Further, that SIMON may have contacted SPALLINA to make those changes and thus leave ELIOT and his children and the minor grandchildren of his other children as the sole beneficiaries of the estates and may have passed this information to TED, P. SIMON, IANTONI and FRIEDSTEIN to entice them to join his plan to post mortem make the changes to beneficiaries and loot the estate before any knew better. On information and belief, SPALLINA was summoned to SIMON'S office in the midst of a massive and explosive fight between TED and SIMON, just weeks before SIMON'S passing, the meeting may have led to SIMON breaking up business dealings with TED.

81. That on or about the time of this explosive behavior by TED, SIMON fled his nice plush insurance offices to begin a bizarre venture in an empty warehouse he had recently leased with S. BANKS his secretary's husband and SIMON invited ELIOT, CANDICE and MARITZA to be partners in the business as more fully described in Petition 1. SIMON left his office he had been in for many years and was suddenly breaking off business relations with TED completely, afraid that TED might have been stealing money from him and a creditor who now sues the estate, a one, William E. Stansbury ("STANSBURY"), who has filed suit against SIMON and SHIRLEY'S estates for the acts STANSBURY claims are mainly attributable to TED, including TED converting checks of STANSBURY'S and more.

82. That ELIOT will provide these credible witnesses upon the promise of protection of them by this Court, as several of them fear TED, in order for them to testify to the relationship SIMON had with his children prior to his death and the explosive behavior of TED to SIMON in the final weeks of his life.

THE FRAUDULENT DOCUMENTS USED TO ATTEMPT TO ALLEGEDLY CLOSE SHIRLEY'S ESTATE AND CHANGE BENEFICIARIES OF SIMON AND SHIRLEY'S ESTATES THROUGH FRAUD ON THE COURT

STRIKE ONE – UN-NOTARIZED WAIVERS

83. That after the May 10, 2012 meeting TSPA, TESCHER and SPALLINA et al. sent only one document to ELIOT, a "Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge" ("Waiver(s)"). NO OTHER DOCUMENTS were sent after SHIRLEY died until the day SIMON died and until four months after SIMON'S death and having to retain counsel to get it and then only received a fragment of the requested documents.

84. That none of the underlying documents necessary for any of the beneficiaries to sign the Waiver with informed consent were enclosed and where in the language of the Waiver ELIOT was acknowledging receipt of things he never received from estate counsel TSPA, TESCHER and SPALLINA et al., for example, attorney billing records, knowledge of and receipt of ELIOT'S interest in the estate of SHIRLEY, the essential documents necessary to know what he was waiving and attesting to in the Waiver, without these documents, there was no informed consent, just conned and pressured consent.

85. That TED, P. SIMON, ELIOT and FRIEDSTEIN signed and returned their Waivers prior to Simon's death but IANTONI did not.

86. That ELIOT signed his Waiver first, almost immediately after receiving it on May 15, 2012 but added a disclaimer on the Waiver to TSPA, TESCHER & SPALLINA that he was only signing this to relieve the instant stress on SIMON and to resolve the disputes with the gang of four but was waiting for the underlying documents to come to verify the truthfulness of his statements he made in the Waiver. ELIOT also put this disclaimer in the email sent to TSPA as exhibited in Petition 1 stating that he was signing due to the stress SIMON was in but waiting for the documentation. As learned in Court at the Hearing, it did not matter what ELIOT signed anyway, as these Waivers were ultimately rejected by the Court for their lack of notarization and are no longer valid anyway.

87. That ELIOT has never signed another Waiver or notarized one and he will not now sign one especially after the agreed end of torture of SIMON never occurred. Thus, it appeared that the agreed transfer of inheritance through the signing of the Waivers and SIMON closing SHIRLEY'S estate to effectuate changes never happened legally, as discovered in the September 13, 2013 Hearing.

88. That with the boycott against SIMON still raging and growing worse after the May 10, 2012 meeting ELIOT alleges that SIMON never made the changes to the beneficiaries as the oral agreement had been violated by his four children, TED, P. SIMON, IANTONI and FRIEDSTEIN and they never ceased their isolation and deprivation torture of him over MARITZA and as their end of the bargain had never been lived up to, SIMON did not intend on making any changes to he and SHIRLEY'S long established estate plans and long established beneficiaries. The only changes he may have considered were disinheriting IANTONI and FRIEDSTEIN as well, for both compensation received while he was alive and their pathetic behavior and hurt to him and MARITZA.

89. That IANTONI did not sign her Waiver until after SIMON had passed on October 01, 2012, TWO WEEKS after SIMON passed.

90. That without IANTONI'S Waiver signed while SIMON was alive, statements made in an ALLEGED fraudulent and forged "Full Waiver" ("Full Waiver") of SIMON'S could not be true at the time he allegedly signed it in April 2012. SIMON allegedly states in the Full Waiver, under penalty of perjury, that at that time in April 2012 SIMON possessed all the Waivers from the Interested Parties and this would **not** have been true on April 09, 2012 for SIMON had none of the children's Waivers at that time since they had not been sent to them yet by estate counsel and in fact, SIMON never had IANTONI'S Waiver while alive. This document appears to have been signed post mortem for SIMON and filed with the Court six months later in October 2012, by SIMON as if he were alive.

91. That in April 2012, the statements in SIMON'S Full Waiver were almost all untrue indicating that this may also be a fraudulent and forged document, see **EXHIBIT 1-SIMON FULL WAIVER**, as none of the children even had Waivers in April 2012 as

TSPA, TESCHER and SPALLINA et al. did not send them out until May 10, 2012 or later. Therefore, it appears that if SIMON were to have signed his Full Waiver in April, he was committing Perjury as he was attesting to the truth of the claims therein, which were wholly false at that time.

92. That SIMON did not file with the Court the Full Waiver until October 24, 2012, five weeks after he was dead, filed as if he were alive and where estate counsel when filing the document SIX months later did not think it necessary to inform the Court the man asking for discharge in October was dead.

93. That SIMON did not lie once in his lifetime that ELIOT can recall and taught ELIOT his integrity, a trait ELIOT values more than the estate values. The kind of integrity that as Your Honor learned in the Hearing would not allow ELIOT to take monies fraudulently gained in the estates and be converted, comingled and distributed against the desires of SIMON and SHIRLEY to the wrong parties, even to feed his children, as ELIOT would rather see his children starve to death versus teaching them that it is OK to do wrongs to make rights.

94. That SPALLINA claimed hours after SIMON had passed that TED was in charge of SHIRLEY'S estate and the estate of SIMON, as he was nominated Successor Trustee. ELIOT asked to see his Letters of Administration and has been refused and only to find in the Hearing that the estate of SHIRLEY, being that it was closed by SIMON when he was dead and no notice had been given to the Court of his death, had no Personal Representative or Trustee at the Hearing, as Letters of Administration were not tendered for a successor to the estate of SHIRLEY when SIMON died due to the Fraud on the Court

in closing the estate as if he were alive at the time. Where Your Honor asks how is that legally possible when discovering a dead man closed the estate.

95. That up until ELIOT recently learned of an insurance beneficiary and fraud scheme that 4/5 of the children of SIMON are participating in through a breach of contract lawsuit where they are trying to have the insurance monies redirected from the estate to a "lost" trust that TED is alleged to be successor trustee of and where no documents exist to support his claims.

96. That ELIOT learned of the sale of a Condominium in SHIRLEY'S estate by TED acting as Trustee and Personal Representative for the estate of SHIRLEY, which was sold without any notice to ELIOT or his children's counsel and at the Hearing it was learned that the funds from the sale were already distributed in part, to 7/10th of the alleged grandchildren beneficiaries, as defined later herein.

97. That ELIOT learned that IANTONI and FRIEDSTEIN also signed Affidavits the day before the Hearing in favor of the forgery and fraudulent documents in their own names to attempt to excuse the fraud being committed.

98. That until these three events that IANTONI and FRIEDSTEIN participated in, ELIOT thought IANTONI and FRIEDSTEIN were victims too, not participants in the estate fraud occurring but these acts show that IANTONI and FRIEDSTEIN were merely playing ELIOT all along to get his information, with their hands deep in the stolen cookie jar.

99. That in fairness to IANTONI and FRIEDSTEIN, they may be acting on the advice being given by counsel for the estate, TSPA, TESCHER and SPALLINA et al., who truly should not be advising the beneficiaries of the estate due to the conflicts but have done so repeatedly without regards to the conflicts.

100. That therefore IANTONI and FRIEDSTEIN may be being conned too, as they tried to do with ELIOT and believe what SPALLINA et al. are saying as true, without seeking independent counsel to review the insurance scheme or condominium sale while acting as trustees for their children.

101. That looting of the estate began immediately after the death of SHIRLEY, when P. SIMON, IANTONI and FRIEDSTEIN came to visit SIMON and cleaned out SHIRLEY'S closets and personal effects, including millions of dollars in jewelry, claiming to others they took the jewels to "protect them" from MARITZA and WALKER stealing them, as more fully described in Petition 1.

102. That at the time of SIMON'S death, ELIOT did not know of the large business and personal relationship between TSPA, TESCHER, SPALLINA and TED et., including TESCHER sitting on boards of TED'S "charitable foundation" and it did not make sense that suddenly, TED, who was excluded from both estates entirely and was on terribly bad terms with SIMON at the time leading up to his death, was now according to TSPA, TESCHER and SPALLINA et al., in charge of the estates of SIMON and SHIRLEY.

103. That TESCHER and SPALLINA had witnessed SIMON'S discontent with his other four children and seven grandchildren that were terrorizing SIMON only weeks earlier in the May 10, 2012 meeting, in efforts to force SIMON to change the carefully crafted estate plans of he and SHIRLEY'S or else lose eleven members of his family who were working in unison to force him to make changes to his estate and stop seeing his companion MARITZA or all eleven would never see him again.

104. That being that three of the seven grandchildren are minors and are controlled exclusively by their parents, they were merely used as pawns with no control over their decision and so

should be excluded from being cognizant of what was happening in their names to hurt their grandfather.

105. That approximately two months after SIMON'S passing, ELIOT still had no documents in either SHIRLEY or SIMON'S estates whatsoever and ELIOT was then forced to retain counsel for he and his children in efforts to get the documents from TSPA, TESCHER & SPALLINA et al. and retained Christine Yates ("YATES") at Tripp Scott law firm in Fort Lauderdale, FL.

106. That SPALLINA, TESCHER, TED and P. SIMON et al. repeatedly advised ELIOT to not retain counsel to review schemes they were proposing, for example, an insurance scheme (Petition 1 – EXHIBIT 6 - EMAILS REGARDING LOST HERITAGE POLICY, pages 157 – 172 and EXHIBIT 7 - SETTLEMENT AGREEMENT AND MUTUAL RELEASE (SAMR") and VII. INSURANCE PROCEED DISTRIBUTION SCHEME pages 34-44) but needed ELIOT to sign on or the beneficiaries could not be changed in the policy post mortem to make them who they wanted with only 4/5th of SIMON'S children in agreement.

107. That even though TSPA, TESCHER, SPALLINA, TED and P. SIMON et al. never got all the children to agree to the SAMR and SAMR Trust, SPALLINA then filed an insurance claim stating to the carrier that he had a signed SAMR and SAMR Trust by all the beneficiaries for the insurance companies files if they needed it, when ELIOT never signed the SAMR as fully explained in Petition 1 this could not be possible, unless again, ELIOT'S name was signed for him.

108. That SPALLINA even threatened ELIOT if he sought legal counsel he would not deal kindly with him or words to that effect. TED and P. SIMON repeatedly stated that ELIOT

should not get counsel as it would burn up the estate assets and they believed the proposed deal looked good and how could it not, as they designed it and directly received benefit from it in their own pockets, evading the estate where their children the alleged beneficiaries would get the monies. The new deal would now pay TED, P. SIMON, IANTONI and FRIEDSTEIN and not their children and with no representation for their children as they were their trustees and did not retain any, it was a no brainer, as long as they ignored their fiduciary responsibilities to their children as estate beneficiaries, easily done in light of the obvious and glaring conflicts with their own children and the death benefits, just look the other way.

109. That when YATES first contacted TSPA, TESCHER and SPALLINA, she was told they did not know who ELIOT was and played games for several weeks evading YATES, as evidenced in Petition 1 and refusing to turn over documents after repeated oral and written requests.

110. That ELIOT'S counsel YATES after repeated requests, finally received a partial and incomplete set of documents from TSPA, TESCHER and SPALLINA et al. on January 11, 2013, four months after SIMON'S death and over 2 years since SHIRLEY died and problems with the estate documents were instantly noticed.

111. That ELIOT has submitted to this Court evidence that TSPA, TESCHER and SPALLINA et al. worked together to deny YATES access to the estates information, the trusts of SIMON and SHIRLEY, the trusts for ELIOT and his CHILDREN and more and other materials requested for months.

112. That one of the first things noticed when receiving the incomplete documentation and Waivers in January 2013 and comparing them to the Court docketed records, was that in

the Court record it showed that the alleged Waivers signed by the five children and allegedly by SIMON, that were filed in the estate in October 2013, after SIMON'S death, were NOT NOTARIZED and sent back for notarization by this Court in November 2012 two months after SIMON passed and the Waivers were legally denied by Your Honor. STRIKE ONE.

STRIKE TWO – FORGED AND ADMITTED FRAUDULENT REPLACEMENT WAIVERS DONE BY ESTATE COUNSEL AND THEIR NOTARY PUBLIC AND FILED AS PART OF A FRAUD ON THE COURT

113. The original Waivers were rejected by this Court on November 05, 2012, two months after SIMON'S passing for failing to have a Notary Public notarize them as per Your Honor's procedural rules.

114. That the docket then showed that miraculously, all of the Waiver's, including SIMON'S who was at that time in November 2012 still deceased, were tendered back to the Court by TSPA, TESCHER and SPALLINA et al. and were now Notarized and signed in the present on some date in November 2012. The obvious problem, the returned Waivers included SIMON'S and it was notarized and signed for him while he was factually dead at the time he was alleged to be signing and notarizing documents. The tip of the iceberg was exposed.

115. That these fraudulent and forged Waivers were then submitted to this Court and this Court closed the estate in January 2013 still believing SIMON was alive, as was learned in the September 13, 2013 meeting, as estate counsel had failed to notice the Court that the man closing the estate was deceased and thus perpetrating a Fraud on the Court and Your Honor.



116. That this Fraud on the Court is a separate and distinct crime from MORAN'S admitted fraudulent documents that she claimed was a one off mistake, however, the filing of the fraudulent documents and failing to notify the Court or beneficiaries that they were doing so with a dead person as if they were alive constitutes another series of frauds and shows a well-orchestrated Pattern and Practice of fraud, working to disable the wants and desires of SIMON and SHIRLEY through a series of unlawful acts, that once done would enable a host of other criminal acts to be achieved. Without these documents, none of the other crimes would have been possible.

117. That the reason the new date on the Waivers that were forged sometime in November 2012 is still unknown, is that the Waivers that were recreated wholly and then notarized used the old dates on them when they were NOT notarized, months before and so SIMON'S was signed as if it was April 2012 when it was factually sometime in November 2012 after the Court returned them. The date on these six Waivers, now admitted by MORAN to be fraudulent that were crafted by MORAN et al. and tendered to the Court by TSPA, TESCHER and SPALLINA et al. is still unknown, which is fascinating for an alleged notarized document to not have the date the people signed and notarized them on the documents.

118. That to compound the problem ELIOT saw that his Waiver was also returned notarized and ELIOT never notarized his Waiver with anyone and does not know MORAN and further was never sent the Waiver by TSPA, TESCHER or SPALLINA notifying him that the Court had requested the Waiver to have a notarization. This failure to notify the beneficiaries that they needed to notarize the documents ordered by the Court and just have MORAN create new documents and affix new forged signatures and a fraudulent notary



stamp, indicates Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law by the alleged fiduciaries of the estate and estate counsel et al.

119. That as with SIMON who was still dead at the time, ELIOT'S name was forged for him too, problems caused wholly by the illegal acts of TSPA, TESCHER, SPALLINA et al. and Kimberly Moran ("MORAN"). This also is evidence of suppression of court documents from the beneficiaries, in hiding that the Court wanted notarizations from the parties and evidences multiple breaches of fiduciary responsibilities, trust and law from this Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law by the alleged fiduciaries of the estate and estate counsel acting in conspiracy to deny documents that they knew were part of the fraud, also evidenced in Petitions 1-7 are the multiple breaches of fiduciary responsibilities.

120. That it appears that when SIMON passed on September 13, 2012 he had never legally made any changes to his or SHIRLEY'S estate plans, due to the violation of the proposed agreement between he and his other four children and seven grandchildren and SIMON died with the former beneficiaries still apparently intact and the paperwork necessary to make any changes was never completed by SIMON while alive. So, TSPA, TESCHER, SPALLINA and MORAN et al. completed the documents for him post mortem it seems, in attempts to change the beneficiary designations of the estates of SIMON and SHIRLEY.

121. That the documents necessary to make the alleged changes to the estates ALL appear to be Fraudulent and Forged and almost all of them have legal defects rendering them legally null and void, mostly for improper Notarizations failing to state that Simon and others appeared or were known to the Notary Public on the date the documents were allegedly

signed, as exhibited and evidenced herein as **EXHIBIT 2 - DOCUMENTS LEGALLY DEFECTIVE IN THE ESTATES**.

122. That after reviewing the legally defective documents submitted in the estates it became apparent that none of the key documents to effectuate any changes to the beneficiaries made in 2012 and 2013 in either estate were legally sufficient, and in fact, legally defective, and in certain instances already admitted fraudulent and alleged forged.

123. That the fraudulent documents in SIMON's estate are essential in attempting to make the beneficiary changes in SHIRLEY'S estate as they are used to allegedly make changes to SHIRLEY'S beneficiaries after she was deceased and by a post mortem SIMON, including but not limited to,

i. The ILLEGALLY SIGNED AND NOTARIZED Waivers

These were illegally signed and notarized on an unknown date in November by Notary Public Moran who admitted to fraudulently notarizing them not in the presence of any of the parties, SIMON, TED, P. SIMON, ELIOT, IANTONI and FRIEDSTEIN, all are admittedly fraudulently notarized and alleged forged. That as evidenced herein, Affidavits were signed by TED, P. SIMON, IANTONI and FRIEDSTEIN that their notarized Waivers were not signed by them and thus alleging forgery, while trying to dance around the claim in legalese language that reverts to forged as will be further discussed herein.

ii. April 09, 2012 SIMON'S ALLEGED Petition to Discharge – Full Waiver.

Allegedly signed on April 09, 2012. Docketed six months later with the Court October 24, 2012. The Full Waiver of SIMON in SHIRLEY'S estate remains un-notarized. The Full Waiver contains false statements under oath made by SIMON

and thus is legally void, if SIMON really signed the Full Waiver at the time in April 09, 2012 when he is alleged to have signed or someone signed for him post mortem. SIMON attests to statements in the Full Waiver that could not have happened at that time he allegedly signed the document as some of things he attested to had not yet occurred, including things that did not happen until AFTER SIMON was deceased, like having all the Waivers in his possession from the interested parties.

That at SIMON'S death the Full Waiver had perjured statements in it by SIMON, because on the date he was deceased, September 13, 2012, IANTONI still had not even signed and returned the original Waiver sent in May 2012 to her and she did not sign her Waiver until October 02, 2012, one month after SIMON passed. Thus, SIMON could not say that he had all the WAIVERS from all parties in his possession and other false claims stated in the Full Waiver at any time while he was alive. That SIMON'S Full Waiver allegedly signed by SIMON and Witnessed by SPALLINA was never Notarized and remains in the docket not notarized in violation of Your Honor's own Court's rules regarding Waivers.

That the "Full Waiver" is fraught with other lies by SIMON, as at the time of his alleged signing he could not have attested to the claims made in the Full Waiver since they had not taken place yet. For instance, SIMON states the following allegedly in April 2012,

a. "5. Petitioner, pursuant to Section 731.302 of the Florida Probate Code, and as permitted by Fla. Prob. R. 5.400(f), **files herewith waivers and receipts signed by all interested persons:**"[emphasis added].

1. Where this statement cannot be true in April 2012 as SIMON did not have signed waivers from **any** parties listed in the

waiver as Interested Parties at that time and IANTONI did not sign hers until after SIMON was deceased. Waivers were not even sent to the Interested Parties and Beneficiaries until May 10, 2012 by TSPA, TESCHER and SPALLINA et al. Why would SIMON lie on a form, why would estate counsel let him lie and perjure himself and then fail to file the form for almost five months?

b. "(a) acknowledging that they [interested parties] are aware of the right to have a final accounting"

1. Where this statement could not be true on that date in April 2012 for Eliot and others, as TSPA, SPALLINA and TESCHER did not send any documents to the beneficiaries ELIOT, IANTONI and FRIEDSTEIN noticing them that they were beneficiaries or advising them of their interests in SHIRLEY'S estate and knew of no accountings or inventories to waive and so this statement would be a lie by SIMON at that time.

c. "(b) waiving the filing and service of a final accounting;"

1. Where on April 09, 2012 ELIOT and other beneficiaries had no idea there was any accounting due, as they did not know they were beneficiaries and therefore had never known of a final or interim accounting.

d. "(c) waiving the inclusion in this petition of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers

or other agents employed by the personal representative and the manner of determining that compensation."

1. Where this could not be true for the same reasons, that the beneficiaries ELIOT, IANTONI and FRIEDSTEIN had no records of compensation paid or manner paid, etc. and so this would be a lie by SIMON too.

e. "(d) acknowledging that they have actual knowledge of the amount and manner of determining compensation of the personal representative, attorneys, accountants, appraisers, or other agents, and agreeing to the amount and manner of determining such compensation, and waiving any objections to the payment of such compensation."

1. Where ELIOT, IANTONI and FRIEDSTEIN had no actual knowledge of the amount and manner of determining compensation as they had no records or knowledge of anything as estate counsel failed in its legal requirements to notify them and send them compensation and other reports. ELIOT had no knowledge he was a beneficiary until May, 10, 2012 and had no documents sent in the year and half after his mother passed notifying him of anything from the estate counsel, including any rights he had.

f. "(e) waiving the inclusion in this petition of a plan of distribution"

1. Where ELIOT had no knowledge he was a beneficiary until May, 10, 2012 and had no documents sent in the year and half after his mother passed notifying him from the estate counsel of any rights or interests and thus did not even know of any

plans of distribution at that alleged time in April 2012 when SIMON allegedly signed the Full Waiver.

g. "(f) waiving service of this petition and all notice thereof…"

1. Where ELIOT had no knowledge he was a beneficiary until May, 10, 2012 and had no documents sent in the year and half after his mother passed notifying him from the estate counsel of any rights or interests and thus did not even know of any waiving of service of a petition at that alleged time in April 2012 that SIMON allegedly signed this Full Waiver.

h. "(g) acknowledging receipt of complete distribution of the share of the estate to which they are entitled"

1. Where ELIOT had no knowledge he was a beneficiary until May, 10, 2012 and had no documents sent in the year and half after his mother passed notifying him from the estate counsel of any rights or interests and thus did not even know of any receipt of complete distribution or shares in the estate at that alleged time in April 2012 that SIMON allegedly signed this Full Waiver.

i. "(h) consenting to the entry of an order discharging petitioner, as persona I representative, without notice, hearing or waiting period and without further accounting"

1. Where ELIOT had no knowledge he was a beneficiary until May, 10, 2012 and had no documents sent in the year and half after his mother passed notifying him from the estate counsel



of any rights or interests and thus did not know of anything to consenting to release the Personal Representative at that alleged time in April 2012 that SIMON allegedly signed this waiver.

iii. July 25, 2012 SIMON'S ALLEGED Will

Again we find improper, incomplete and legally void notarizations and witnessing by now Notary Public Lindsay Baxley ("BAXLEY"). BAXLEY fails to state if the two witnesses, SPALLINA & MORAN appeared before her on that day and fails to state if SIMON appeared before her on that date. SPALLINA acts as witness in estate documents his firm drafted and he has personal interests in and this appears to violate certain laws. That BAXLEY is believed to be an employee of TED.

iv. July 25, 2012 SIMON'S ALLEGED Amended Trust. ELIOT is still missing a copy of the original trust as it has been suppressed and denied. Allegedly signed weeks before SIMON passes.

The Amended Trust has improper notarization and witnessing as Notary Public MORAN fails to state if SIMON appeared before her on that date. SPALLINA acts as witness in estate documents his firm drafted and he has personal interests in.

v. September 28, 201(?)(hard to read last number as it was scratched out in the notarization and not initialed by any party) ALLEGED SPALLINA OATH OF PERSONAL REPRESENTATIVE DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE" SPALLINA.

SPALLINA designates himself as Personal Representative and Moran notarizes it.



vi. October 02, 201(?)(hard to read last number as it was scratched out in the notarization and not initialed by any party) TESCHER "OATH OF PERSONAL REPRESENTATIVE DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE"

Appears not properly notarized and TESCHER designates himself as Personal Representative and MORAN notarizes it.

vii. February 09, 2011 ALLEGED SIMON "OATH OF PERSONAL REPRESENTATIVE DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE"

SIMON allegedly signed this in SHIRLEY'S estate. Improper notarization and witnessing, fails to state that SIMON APPEARED and PRODUCED ID or WAS KNOWN to the Notary Public on that day,

viii. UNDATED "NOTICE OF ADMINISTRATION" in SIMON'S estate.

The document is missing the date and the Court does not docket this document with a date or official stamp.

124. That it should be noted by the Court that still suppressed and denied to ELIOT and YATES is the original trust agreement of SIMON that allegedly is amended to effectuate the beneficial changes to the grandchildren. That in opposite of law, the Original Trust was excluded from the Amended Trust tendered to ELIOT and YATES by TSPA, TESCHER and SPALLINA et al.

125. That the original Simon Bernstein Trust and his Will from 2008 remain suppressed and denied to ELIOT for over a year since SIMON'S passing, perhaps because these documents may show that SIMON made changes in his estate plan but instead to leave

everything to ELIOT, CANDICE and their children, as the sole beneficiaries to inherit the estates and making ELIOT Personal Representative and Trustee over the estates, having possibly disinherited his other children and their adult children due to their continued spoiled rotten to the core abusive and cruel behavior to him and MARITZA and for compensation already received while they were alive.

126. That since SIMON'S passing, as described herein and in Petition 1-7, his four other children, TED, P. SIMON, IANTONI and FRIEDSTEIN have worked with TSPA, TESCHER and SPALLINA et al., in a variety of alleged Fraudulent transactions in the estates, working together and secreting such self-dealings to the disadvantage of ELIOT and his children and providing no information regarding the transactions to ELIOT or YATES, all the while operating on legally flawed and fraudulent documents with imposters acting as fiduciaries in the estate with no Letters of Administration and with scienter.

127. That TSPA, TESCHER and SPALLINA et al. have conspired together with P. SIMON and TED mainly, the two children with no beneficial interests in either estate directly, TED excluded since 2008 and P. SIMON excluded since approximately 2001 , in order to fraudulently seize Dominion and Control of the estates with intent, by secreting, denying and intentionally suppressing information and documents regarding the true and proper beneficiaries and replacing the wishes and desires of SIMON and SHIRLEY by creating a wholly fraudulent set of documents that appear created after SIMON and SHIRLEY'S death, without their knowledge and consent.

128. That these conspiratorial actions were in order to seize dominion and control of the estates and fiduciary powers over the estate and begin looting the estates in a variety of fraudulent

and illegal transactions, enabled with the fraudulent documents that allegedly give them fiduciary powers to consummate these fraudulent transactions and convert and comingle the assets to the legally wrong beneficiaries according to the last known valid estate documents of SIMON and SHIRLEY.

129. That TED, SPALLINA and TESCHER et al. have long established and undisclosed business dealings, including TESCHER sitting on boards of entities owned and/or operated by TED and referral sharing on insurance commissions and more as described in Petition 1.

130. That in ELIOT'S original WAIVER, SIGNED UNDER DURESS, ELIOT claimed in Section (d), "Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation."

131. That ELIOT claims this to be an admitted lie as ELIOT even today he could not claim that he has "actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents" as he has not neither the knowledge nor any documents to determine these factors based on informed consent as they were never sent to him by estate counsel prior to SIMON'S death and to this day.

132. That informed consent to sign the Waiver could only come through review of the suppressed and denied documentation by estate counsel and thus SPALLINA conned ELIOT to sign the Waiver and used SIMON'S health and the stress caused upon him by

his other children as reason to make ELIOT sign a document knowing he could not have informed consent to what he was signing.

133. That in ELIOT'S WAIVER, SIGNED UNDER DURESS AND WORRY FOR HIS FATHER, ELIOT claimed in Section (g) that he "Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled," which remains untrue today, as ELIOT still has never received any receipt of complete distribution of the share of the estate to which he, the undersigned was entitled.

134. That it is alleged that all WAIVERS signed originally by the parties were perjured in Sections (d) and (g) at the time they were signed as apparently no one but TED had any estate documents sent by estate counsel to them.

135. That t is unknown if TED and P. SIMON could sign Waivers or even had to as they had no interests in the estates or rights as beneficiaries as they were wholly disinherited. In fact, TED and P. SIMON both claim in their Waivers, "The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate" and "The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate." That they were beneficiaries is not true at the time they signed their originals Waivers, the time admitted Fraudulent and alleged Forged Waivers were created and filed with the Court by MORAN and TSPA, TESCHER and SPALLINA, nor upon submitting their original signed but not notarized Waivers in the Affidavits with the Court as Exhibit A on September 13, 2013, nor even today, as TED and P. SIMON were wholly excluded and disinherited from the estates.

136. That after reviewing the Waivers that were returned to the Court by TSPA, SPALLINA and TESCHER et al., it became apparent that Notary Public MORAN that worked for TSPA, TESCHER and SPALLINA as a legal assistant, had fraudulently notarized the Waivers and allegedly forged the signatures. Yet despite MORAN'S claims that the Waivers returned admittedly fraudulently notarized were "identical" they were NOT and SPALLINA at the Hearing supported the lie to Your Honor that they were not forged.

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23 THE COURT: It was wrong for Moran to
24 notarize -- so whatever Moran did, the
25 documents that she notarized, everyone but
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1 Eliot's side of the case have admitted that
2 those are still the original signatures of
3 either themselves or their father?
4 MR. SPALLINA: Yes, sir.
5 THE COURT: I got it.
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137. That it appears now when comparing the two documents that they have been wholly recreated to look like the same documents as the originals, including using the old signing dates and then they are forged with new signatures and a fraudulent Notarization stamp affixed to them, as already Admitted and Acknowledge to by MORAN. Now, as of September 12, 2013 all five of SIMON'S children are in agreement that **the signatures on the notarized documents are not theirs**, although four of five have attempted to exonerate the felonies, as will be further evidenced herein.

138. That MORAN has admitted to the Florida Governor's office that she fraudulently affixed Notary Public stamps on official records of this Court, **including Notarizing a Waiver for SIMON, two months after he passed away but failed to admit the forgery that occurred**. That these fraudulently notarized documents were then sent by TSPA, TESCHER and SPALLINA et al. to this Court as admitted to at the Hearing and a new set

of crimes to further those already committed by MORAN was now exposed by Your Honor, committed by TSPA, TESCHER and SPALLINA et al. when they filed these fraudulent documents with this Court and thereby committing Fraud on this Court by filing these false instruments[5], as if SIMON were alive when factually he was dead at the time, as learned in the Hearing.

3 THE COURT: Discharge waiver of service of
4 discharge by Simon, Simon asked that he not
5 have to serve the petition for discharge.
6 MR. MANCERI: Right, that was in his
7 petition. When was the petition served?
8 THE COURT: November 21st.
9 MR. SPALLINA: **Yeah, it was after his date**
10 **of death.**
11 THE COURT: **Well, how could that happen**
12 **legally? How could Simon --**
13 MR. MANCERI: Who signed that?
14 THE COURT: -- **ask to close and not serve**
15 **a petition after he's dead?**

And later in the Hearing

2 THE COURT: No, they weren't filed, that's
3 the whole thing. I'm looking at the file date,
4 filed with The Court.
5 MR. MANCERI: No, they were returned by
6 the clerk because they didn't have
7 notarization. We have affidavits from all
8 those people, Judge.
9 THE COURT: Well you may have that they
10 got sent up here.
11 MR. MANCERI: We have affidavits from all
12 of those people.
13 MR. ELIOT BERNSTEIN: Including Simon?
14 THE COURT: Slow down. You know how we
15 know something is filed? We see a stamp.
16 MR. MANCERI: It's on the docket sheet, I
17 understand.
18 THE COURT: So it's stamped in as filed in
19 November. The clerk doesn't have -- now, they

[5] 2013 Florida Statutes, TITLE XLVI, CRIMES CHAPTER 817, FRAUDULENT PRACTICES 817.535 Unlawful filing of false documents or records against real or personal property.

may have rejected it because it wasn't notarized, and that's perhaps what happened, but if in the meantime waiting cured the deficiency of the document, two things happen you're telling me, one, Simon dies.
MR. MANCERI: Correct.
THE COURT: And when those documents are filed with the clerk eventually in November **they're filed and one of the documents says, I, Simon, in the present.**
MR. MANCERI: Of Ms. Moran.
THE COURT: **No, not physically present, I Simon, I would read this in November Simon saying I waive -- I ask that I not have to have an accounting and I want to discharge, that request is being made in November.**
MR. MANCERI: Okay.
THE COURT: **He's dead.**
MR. MANCERI: I agree, your Honor.
THE COURT: Who filed that document?
MR. MANCERI: Robert, do you know who filed that document in your office?
MR. SPALLINA: I would assume Kimberly did.
MR. MANCERI: Ms. Moran.
THE COURT: Who is she?
MR. MANCERI: She's a staff person [actually legal assistant and notary public employee of TSPA] at Tescher and Spallina.
THE COURT: **When she filed these, and one would think when she filed these the person who purports to be the requesting party is at least alive.**
MR. MANCERI: **Understood**, Judge.
THE COURT: **Not alive. So, well** -- we're going to come back to the notary problem in a second.
MR. MANCERI: Okay.

139. That Moran is alleged to have committed perjury in her initial response and ADMISSION of fraud and fraudulent notarizations to the Florida Governor's inquiry and stated that the documents sent back to the Court by TSPA, TESCHER and SPALLINA et al. with the ADMITTED fraudulent notarizations were the same documents the Court had sent back to TSPA, alleging that she had not forged signatures and they were identical to the originals as she claims to have just affixed a false notary stamp.

140. That even a grade school child forges their parent's signature on a ditch letter better than that committed on the estate documents returned to the Court by TSPA, TESCHER and SPALLINA et al. The two documents have wholly different signatures on each of the six Waivers and further different writings than in the initial documents sent back making them wholly dissimilar, as evidenced herein and in Petition 7, Exhibit 2 Page 88 - ELIOT REBUTTAL TO MORAN ADMISSION OF FRAUD TO GOVERNOR OFFICE.

141. That to further damn MORAN'S statements that the un-notarized and notarized Waivers she claimed under penalty of perjury were identical, are statements made in Affidavits filed with the Court on September 13, 2013, after the Hearing, whereby four of the six people who signed Waivers signed Affidavits, including TED, P. SIMON, IANTONI and FRIEDSTEIN, who all claim, "6. It is my understanding that **the subsequently filed Waivers were not personally signed by me or the other heirs.**" [emphasis added] These Affidavits however only come forth the day of the Hearing with these claims, after months of knowing, their signatures were forged, the documents were fraudulent, they were fraudulently notarized and somebody obviously forged their father's name as he was dead at the time, knowing that MORAN has partially and incorrectly confessed failing to admit the forgeries and perhaps she was not the one who committed

that crime, yet the Affidavits appear to attempts to cover it over with Court with confusing language.

142. That as Your Honor noted in the Hearing, TSPA, TESCHER and SPALLINA et al. failed to ever notify the Court of the fact that SIMON had passed away when presenting SIMON'S new improved fraudulent and forged Waiver that was signed for him anew by MORAN or an unknown other, TWO MONTHS AFTER HE WAS DECEASED in November 2012 and then filed with this Court to close the estate as if he were still alive and the acting Personal Representative and Trustee.

143. That the intentional failure to notify the Court SIMON had deceased by TSPA, TESCHER, SPALLINA and MORAN et al. and then submit documents for a dead man as if he were alive as part of a Fraud on this Court to close the estate and change the beneficiaries, coupled with MORAN'S admitted fraudulent notarizations makes these acts no coincidence but instead reveals a carefully planned and executed Fraud, not a "mistake" as MORAN claims that took many people to execute different phases and whereby these documents then allowed for an ever greater amount of crimes to be committed.

144. That TSPA, TESCHER and SPALLINA et al. act to facilitate the Fraud by knowingly pulling a fast one, a felony fast one, on this Court and the true and proper beneficiaries by using a dead man as if he were alive in order to make changes upon the estates and switch the ultimate beneficiaries, which is yet another separate and distinct crime from the ones MORAN has already admitted to. Now a growing Pattern and Practice of acts of egregious Bad Faith done with Unclean Hands unfolds, confirming that MORAN'S acts were not done in error or by mistake and they were the only error in the estate documents but instead revealed in the Hearing and noted by Your Honor, is that the forged and

fraudulent documents were instead part of an elaborate Fraud on the Court in attempts to change beneficiaries of the estate and trusts of both SIMON and SHIRLEY with post mortem documents and then present them to the Court as if SIMON were alive and suppressing the information with scienter from the Court and beneficiaries that this was all done whilst he was dead. The onion peels.

145. That SIMON passed away and the estate of SHIRLEY was closed in January 2013 by a dead person, ELIOT'S father, attesting to facts to close the estate in the present and using documents that are known to be Fraudulent and Forged. Yet, it is still not known what date SIMON had his documents signed and notarized in the presence of MORAN in November 2012 while dead for months, as she has not revealed this as of this date or who FORGED the signatures. Since these are two separate and distinct crimes, affixing a fraudulent notary and forgery, each must be investigated separately, so the question becomes, who did the forgeries, was it MORAN, as she has not confessed to this yet, was it SPALLINA, TESCHER, TED or JOHN DOE? However, SPALLINA did lie to the Court when he answered Your Honor's question if the original Waiver and the admitted fraudulent Waiver were the same signatures and he stated they were.

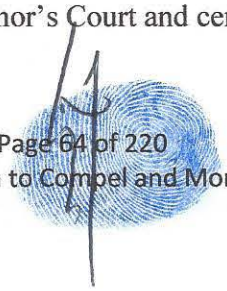
146. That it is alleged that all of these legally deficient and voidable documents evidenced herein and in Petitions 1-7 are what gave TSPA, TESCHER, SPALLINA and TED et al. their alleged fiduciary powers in the estates, allowed the estate of SHIRLEY to be closed fraudulently with a dead SIMON signing and notarizing documents in her estate that then allowed the fraudulent beneficiary changes to occur, all hosted and implemented through a Fraud on this Court with fraudulent documents and more.



147. That combined, these conspiratorial acts attempt to change the beneficiaries of SIMON and SHIRLEY'S estates against their estate plan wishes and desires as documented in 2008 and only appear to have been changed through fraud and forgery. All coordinated and sophisticated efforts to illegally replace SHIRLEY and SIMON's last documented wishes with the desires and wishes of TSPA, TESCHER, SPALLINA, TED, P. SIMON, IANTONI and FRIEDSTEIN et al., all enabled through a series of fraudulent and forged documents and other legally voidable documents in the estates.

148. That once these fraudulent documents that are improperly notarized and forged and more were submitted to the Court, the documents and the illegal powers derived from them were used to begin a series of frauds and sophisticated crimes against the estates, a rush to liquidate assets, in undisclosed to ELIOT and his children's counsel transactions in the estates of SIMON and SHIRLEY, enabled with the felonious documents. Each and every transaction of any estate assets representing yet another crime committed, part of the reason ELIOT'S filings are so lengthy, as astutely noted to this Court by MANCERI in the Hearing and reason for this Court to stop further crimes immediately based on the knowledge that fraudulent documents are now in the record as official documents, that they are enabling fiduciary imposters to act and transact as fiduciaries, constituting an EMERGENCY for this Court to stop further damages and as ELIOT stated way back in May 2013 when ELIOT alerted everyone that a dead man was notarizing documents and called for an EMERGENCY motion that the Court did not see at that time to be an EMERGENCY.

149. That this Court now has direct evidence that Fraud was committed not only on the true and proper beneficiaries but in Your Honor's Court and certainly this is cause for



EMERGENCY ACTIONS BY THIS COURT and where the Court had enough evidence at the Hearing to read them Miranda Warnings as stated by Your Honor at the Hearing.

150. That once these fraudulent documents and improperly notarized documents were presented to the Respondents and Interested Parties and they knew that ELIOT was demanding these documents be null and void and brought to the attention of the Court and authorities for investigation and more and to cease and desist any transactions in the interim, direct efforts by TESCHER, SPALLINA, TED, P. SIMON, IANTONI, FRIEDSTEIN, A. SIMON and D. SIMON et al. began, in secreted meetings from ELIOT and YATES, to liquidate and distribute assets without the knowledge and consent of ELIOT, working together to the disadvantage ELIOT and his family and even attempting to convert and comingle assets of their own children and others, including minors they act as Trustees for, to achieve these ends.

151. That these efforts were post mortem and done to thwart the wishes of SIMON and SHIRLEY as documented in their last apparently valid estate plan documents from 2008 that appear to have never been changed by SIMON, or the real changes are being suppressed and new changes to the beneficiaries are on fraudulent documents attempting to be replace the signed and documented estate plans of 2008.

STRIKE THREE – OBSTRUCTION AND COVER UP OF ADMITTED FRAUDULENT AND FORGED WAIVERS - YOU'RE OUTTA THERE!

152. That with the first STRIKE dealt by the Court when returning the un-notarized Waivers, the second STRIKE was dealt when the Court rejected the second set of Waivers in the Hearing on September 13, 2013, as admittedly fraudulent and of little use other than evidence of criminal wrongdoings and worthy at that moment of Your Honor taking them

into custody. Yet, almost delusionally it appears, began a new third attempt to further defraud the Court and the rightful beneficiaries regarding the Waivers necessary to close the estate. These new Waivers, actually the old un-notarized one were now submitted to the Court the day of the Hearing, in effort to try and sneak them in again as valid to close the estate, now with an Affidavit that crime committed by MORAN et al. is OK by them, in a brazen effort to now try and cover up the felony acts that have factually occurred, including Fraud on this Court worthy of Miranda Warnings and more.

153. That this third strike uses Affidavits to attempt to right the felony wrongs, see **EXHIBIT 3 - AFFIDAVITS AND UN-NOTARIZED WAIVERS,** signed the day before the Hearing by TED, P. SIMON, IANTONI and FRIEDSTEIN and all contain an attached "Exhibit A" – THE ORIGINAL UN-NOTARIZED WAIVER. No, this is not a joke but apparently another attempt to pull a fast on the Court and beneficiaries and get those once rejected Waivers now approved.

154. That in desperation, as their schemes are unraveling, including but not limited to,

i. Sheriff investigators are contacting them,

ii. there are admissions of six fraudulent documents,

iii. there are perjured statements in MORAN'S claims to Florida Governor Rick Scotts office being investigated,

iv. forgery of SIX signatures is being investigated including one for a dead person,

v. an insurance beneficiary and fraud scheme is coming to light in a Federal court, and,

vi. documents stand improperly fraudulently notarized, including an alleged Will and Amended Trust, used to attempt to make fraudulent changes to beneficiaries,



they now make a Hail Mary grandstand effort to rectify all of these felony crimes to Your Honor. That now armed with Affidavits to Your Honor that claim no harm, no foul, by those alleged to be partaking in all of these criminal acts, worthless Affidavits, claiming fraud and forgery and fraud on the Court and the ultimate beneficiaries is OK by four of five of SIMON and SHIRLEY'S children. Now with these Affidavits, all crimes should now be OK in this Court with Your Honor, because they say so and in the Affidavit's language, you cannot question the validity of the documents presented, including the un-notarized Waiver rejected already once by the Court, and well, the insult to Your Honor, the true and proper beneficiaries and SIMON and SHIRLEY continues with this cover up attempt.

AFFIDAVITS BY PARTIES ALLEGED INVOLVED IN FRAUD, IN EFFORTS TO MAKE FRAUD AND FORGERY OK BY THIS COURT AND INVESTIGATORS

155. That the first part of the Affidavits filed on September 13, 2013 by MANCERI, acting legally on behalf of TESCHER and SPALLINA personally and not TSPA, TESCHER and SPALLINA as estate counsel, are signed Affidavits by TED, P. SIMON, IANTONI and FRIEDSTEIN, attested to under sworn oath. That MANCERI acting as SPALLINA and TESCHER'S counsel, apparently now is also acting as counsel for TED, P. SIMON, IANTONI and FRIEDSTEIN when filing these Affidavits after the Hearing on their behalf and representing them regarding the Affidavits with the Court in the Hearing. That the representations made to the Court by MANCERI and SPALLINA regarding the Affidavits and attached Waivers was untrue in regard to them being the same signatures as the forged and fraudulent Waivers MORAN did, as the Affidavits claim they ARE NOT THEIR SIGNATURES AS WAS REPRESENTED.



156. That none of the Affiants, TED, P. SIMON, IANTONI and FRIEDSTEIN had separate counsel file the Affidavits on their behalf.

157. That one of the most damning evidences against MORAN, TSPA, SPALLINA, TESCHER and MANCERI, in their claims to authorities and the Court that the un-notarized and notarized Waivers were identical other than the notary stamp, are the statements made under oath by the Affiants in the Affidavits who claim, "**It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs**" [emphasis added] signed by TED, P. SIMON, IANTONI and FRIEDSTEIN. This statement basically claims their signatures have been forged on the subsequent Waivers filed fraudulently but in confusing language that does not just state their signatures were forged, in fact, never stating the word forged.

> 16 MR. SPALLINA: Today we have a signed
> 17 affidavit from each of the children other than
> 18 Mr. Bernstein that the original documents that
> 19 were filed with The Court were in fact their
> 20 original signatures which you have in the file
> 21 attached as Exhibit A was the original document
> 22 that was signed by them.
> 23 THE COURT: It was wrong for Moran to
> 24 notarize -- so whatever Moran did, **the**
> 25 **documents that she notarized, everyone but**
> 00051
> 1 **Eliot's side of the case have admitted that**
> 2 **those are still the original signatures of**
> 3 **either themselves or their father?**
> 4 MR. SPALLINA: Yes, sir.

158. That despite the attempt to dance around the forgery and perjure themselves before Your Honor at the hearing stating that the notarized and original documents are the same signatures by estate counsel, these Affidavits are now sworn statements opposite that



claim, stating Forgery[6] not just fraudulent notarizations has occurred, another separate and distinct felony crime on all six Waivers MORAN has already admitted to fraud in creating and now of five of the living signors also state they are forged. SPALLINA has already admitted to this Court his "involvement" as estate counsel at the Hearing and "where there is smoke there is fire" Your Honor and where there is perjury there is an attempt to cover up crimes by committing further felony crimes, a slippery slope of crime unfolding.

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[6] 2012 Florida Statutes, TITLE XLVI, CRIMES CHAPTER 831, FORGERY AND COUNTERFEITING

831.01 Forgery.—Whoever falsely makes, alters, forges or counterfeits a public record, or a certificate, return or attestation of any clerk or register of a court, public register, notary public, town clerk or any public officer, in relation to a matter wherein such certificate, return or attestation may be received as a legal proof; or a charter, deed, will, testament, bond, or writing obligatory, letter of attorney, policy of insurance, bill of lading, bill of exchange or promissory note, or an order, acquittance, or discharge for money or other property, or an acceptance of a bill of exchange or promissory note for the payment of money, or any receipt for money, goods or other property, or any passage ticket, pass or other evidence of transportation issued by a common carrier, with intent to injure or defraud any person, shall be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
History.—s. 1, ch. 1637, 1868; RS 2479; s. 6, ch. 4702, 1899; GS 3359; RGS 5206; CGL 7324; s. 1, ch. 59-31; s. 1, ch. 61-98; s. 959, ch. 71-136; s. 32, ch. 73-334.

and

831.02 Uttering forged instruments.—Whoever utters and publishes as true a false, forged or altered record, deed, instrument or other writing mentioned in s. 831.01 knowing the same to be false, altered, forged or counterfeited, with intent to injure or defraud any person, shall be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
History.—s. 2, ch. 1637, 1868; RS 2480; GS 3360; RGS 5208; CGL 7326; s. 2, ch. 59-31; s. 2, ch. 61-98; s. 960, ch. 71-136.

and

831.04 Penalty for changing or forging certain instruments of writing.—

Florida Statutes TITLE XLVI, CRIMES CHAPTER 817, FRAUDULENT PRACTICES

817.02 Obtaining property by false personation.—Whoever falsely personates or represents another, and in such assumed character receives any property intended to be delivered to the party so personated, with intent to convert the same to his or her own use, shall be punished as if he or she had been convicted of larceny.
History.—s. 49, sub-ch. 4, ch. 1637, 1868; RS 2466; GS 3321; RGS 5156; CGL 7259; s. 1244, ch. 97-102.

817.568 Criminal use of personal identification information.—

159. That if the documents were not only fraudulently notarized and instead wholly forged and fraudulent and part of a larger series of fraudulent estate documents, then MORAN has lied to the Governor's office and SPALLINA can be shown to have lied to this Court at the Hearing, evidencing further crimes, including but not limited to, perjury and the question now becomes WHY. WHY all these criminal acts? With these new acts the whole claim by MORAN and SPALLINA that this was an innocent one off notary "mistake" now shatters as the new crimes revealed at the Hearing evidence further criminal acts in addition to those already admitted, including Forgery, Fraud on the Court, Identity Theft and more revealing that these documents took very careful planning and enable a far larger series of crimes, opposite what they have led this Court and others to believe.

160. That the thought that MORAN would do such felony forgery and fraud on her own, while a legal assistant and notary of the law firm TSPA under the direction of TESCHER and SPALLINA is ludicrous and legally it is moot as the law firm and lawyers are wholly responsible for the acts of their notaries and liable for all damages caused while they are engaged in official business in the state of Florida to all injured parties.

161. That where SPALLINA ADMITTED in the Hearing on September 13, 2013 that he, SPALLINA, was "involved" as estate counsel in the fraudulent acts of MORAN. Yet, SPALLINA then lies to the Court and claims that the un-notarized and notarized Waivers' signatures were identical, despite knowing that four of the Affiants claimed they are not in sworn statements that he later filed with the Court as evidenced later herein.

162. That the fraud continued in the Court, even after in the Hearing when Your Honor stated that everything changed if the documents were FORGED, which it does and neither TSPA, TESCHER, SPALLINA, MANCERI or TED came forth and told Your Honor the truth

that the notarized Waivers were forged and threw themselves at Your Honor's feet and begged for mercy in attempts to purge their souls of their sins and instead they continued to perpetrate a fraud in Your Honor's courtroom and disgrace Your Honor with lies and more lies trying to dance around the truth of the forgeries, knowing admission of the truth could put them behind bars.

163. That knowing of a Felony and failing to report it to authorities is Misprision of a Felony and Obstruction of Justice and attempting to cover it up and pooh pooh it through an Affidavit that further states, "7. In order to permit my mother's estate to be closed **without any question of the validity of my Waiver** [emphasis added], I hereby state under oath that the attached Exhibit 'A' is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court" also appears to be Aiding and Abetting the felonious crimes, especially where such Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law benefits certain of the parties personally to the disadvantage of others, including their own children. This belief and behavior that their majority rules despite what is legal may indicate that children that pack together to prey upon their father, may do so to their children and others too. Analogous to this would be a bank robber robbing a bank and on the way out the door after killing the guard handing out $100.00 bills to the rest of the people in the bank who then tell authorities it was ok that he robbed the bank and murdered a man, he was in the way of his escape anyway and we forgive him and so should Your Honor, so let's move on, while all pocketing the $100.00.

164. That Your Honor's words linger from the Hearing,

17 THE COURT: Mr. Bernstein, I want you to
18 understand something. Let's say you prove what

19 seems perhaps to be easy, that Moran notarized
20 your signature, your father's signature, other
21 people's signatures after you signed it, and
22 you signed it without the notary there and they
23 signed it afterwards. That may be a wrongdoing
24 on her part as far as her notary republic
25 ability, **but the question is, unless someone**
00060
1 claims and proves forgery, okay, forgery,
2 proves forgery, the document will purport to be
3 the document of the person who signs it, and
4 then the question is, will something different
5 happen in Shirley's estate then what was
6 originally intended?

165. That now that the Prima Facie evidence of Forgery exists by admittedly by five out of six signors of the Waivers denying that it is their signature on the notarized Waiver and thereby conceding that it was forged, the Court can presume the document is forged as well as admittedly fraudulent and not the document of the person who signed it. That without the Waivers being valid and without Simon now able to sign one, the intent of SIMON is clear, he never signed one, the estate was never legally closed and therefore he never made any beneficiary changes.

8 THE COURT: November 21st.
9 MR. SPALLINA: Yeah, it was after his date
10 of death.
11 THE COURT: **Well, how could that happen**
12 legally? How could Simon --
13 MR. MANCERI: Who signed that?
14 THE COURT: **-- ask to close and not serve**
15 a petition after he's dead?

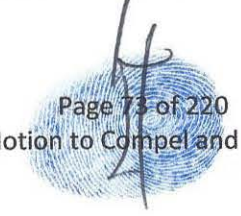
166. That without the estate closed with these fraudulent and forged documents, no changes to the beneficial interests could be made by SIMON while he was alive by allegedly amending the Simon Bernstein Trust and Will to change SHIRLEY'S beneficiaries, as the

estate was really open when he died and only closed through felony admitted crimes illegally using his identity while dead to file them with this Court.

167. That where the fraud in SHIRLEY'S estate to change the beneficiaries is only enabled through execution of documents in both SIMON and SHIRLEY'S estate after her estate is closed and these Waivers now become central puzzle pieces of bigger frauds being committed in the estates, once the admitted fraudulent and alleged forged and fraudulently notarized Waivers were approved of by Your Honor and post mortem changes illegally made.

168. That therefore, SIMON'S documents must now be entered into this Court and reviewed in light of the total picture of Fraud that is going on in this Court and Hon. Judge French's court in SIMON 'S estate, as they appear legally related and certainly the documents of SIMON are inter-related and must be allowed into this Court to show the total fraud going on and how it is being committed in both estates.

169. That Exhibit A of the Affidavits are alleged to be the original un-notarized Waivers and those that were rejected by the Court already, now re-submitted to the Court, in efforts to fool the Court to accept them as valid without any question as to the validity of the Waiver being tendered to this Court. Now the Affiants want to use the un-notarized Waivers to close the estate in the present and act as if they were notarized in the past, which they were not in the past notarized or now presently notarized. Why did they not just execute new notarized Waivers in the present that could have been tendered to the Court as valid and instead are forced to attempt to have your honor again accept UN-NOTARIZED Waivers and be unable to challenge their validity? Why did they not submit the fraudulently notarized Waivers with the Affidavit and attest to their validity, as they need notarization



to conform to the requirements of this Court. Perhaps because they claim that the notarized Waivers signatures are not their signatures and instead were forged (without saying FORGED to this Court) and the statement would be a big leap in Aiding and Abetting, so they danced around the issue of Forgery in the Affidavits and lied to Your Honor at the Hearing that they were the same, instead of coming straight out and admitting and reporting the FELONY FORGERY and FRAUD involved in the creation of the Waivers and taking their lumps?

170. That this Court has a rule that Waivers must be notarized and thus in no way can Exhibit A un-notarized Waivers have been executed at that time in the past or any time henceforth in conformity with the requirements of the Court without a notarization, despite conflicted parties now attempting to tell the Court that it is valid without notarization. However, according to Affidavits, their validity cannot be questioned cause they say so in the Affidavit and its four against two and ELIOT and SIMON lose by their majority rule mentality, not the rule of law according to them. Lest we forget that now in the present SIMON'S Waiver cannot exist and thus having four or five out of the six rejected Waivers pardoned would have no effect, as SIMON'S Waiver will remain missing.

171. That these Affidavits and Waivers submitted are a part of a Pattern and Practice of Fraud on this Court whereby SPALLINA in the Hearing confirmed that he was also "involved" in the crimes of MORAN, as estate counsel and according to Respondent Superior and Florida Law TSPA, TESCHER and SPALLINA are directly responsible for the acts of a notary public in their employ while doing official business.

172. That in all the time TSPA, TESCHER, SPALLINA, TED, P. SIMON, IANTONI & FRIEDSTEIN et al. had knowledge that notarizations and other documents were alleged

fraudulent and forged at that time prior to MORAN'S confession, shortly after May 06, 2012 when Petition 1 was served on them by ELIOT, they took no corrective actions to notify the Court or criminal authorities of the crimes that had taken place and made no protestations that this had taken place in the estates of their father and mother and there were forged documents in their names, how strange.

173. That not until the Hearing before Your Honor and approximately four months after being served Petition 1 and only after the Notary Public MORAN admitted and acknowledged she fraudulently notarized documents and TSPA tendered those forged and fraudulent documents to this Court, without noticing the Court of the fraud and an Emergency Hearing was granted by Your Honor to ELIOT, did TED, P. SIMON, IANTONI and FRIEDSTEIN and estate counsel TESCHER and SPALLINA finally come forward to this Court or any other authority, to notify them of their admitted fraudulent and forged signatures, except ELIOT, who as usual did the right thing as taught to him by his father and mother.

174. That instead these facts were ignored by all four of SIMON'S other children and TSPA, SPALLINA, TESCHER and TED et al. continued administering the estate and liquidating assets and converting the proceeds as quickly as they could and all the while "mum's the word" to the Court of their crimes, despite ELIOT'S protestations that the documents filed were legally insufficient, fraudulent and forged and that in light of these discoveries a Court would have to determine the beneficiaries since these were KEY documents that attempted to change the beneficiaries of the estates.

175. That despite the knowledge that documents in the estates of SIMON and SHIRLEY were alleged fraudulent and forged and other essential documents improperly notarized and

legally voidable for months, they did not halt the proceeding and attempt to honestly rectify any "deficiencies" or fraud or forgery with the Court or others and in fact they did the opposite. They began efforts to convert assets to the alleged improper beneficiaries and continued in opposite of the wishes of SIMON and SHIRLEY by using the knowingly fraudulent and forged documents to enable them to subvert the filed estate documents on file in 2008, which appear to be the last legally binding Wills and Trusts that were signed in 2008 by both SIMON and SHIRLEY while they were alive and on those documents their words are clear as to the beneficiaries of the estates, ELIOT, IANTONI and FRIEDSTEIN and their lineal descendants and these documents appear properly and legally filed.

176. That on or about September 12, 2013, TED, P. SIMON, IANTONI and FRIEDSTEIN signed Affidavits and attempted to present them at the Hearing as some form of evidence that would correct the mass of problems created by the fraudulent and alleged forged notarizations in their names. As if they all joined together as a gang, TED, P. SIMON, IANTONI and FRIEDSTEIN, to write Affidavits that admitted fraudulent and alleged forged documents were tendered in their names and by resending this Court the rejected un-notarized copies with their affidavits that everything was OK by them and nothing changed and thus the Court should be OK too.

177. That they forgot to send ELIOT and SIMON Affidavits, presumably knowing ELIOT would not participate in fraud and cover up of felony crimes and excuse criminal acts done in the estate and criminal acts done on behalf of his deceased father. More importantly ELIOT does not believe they have an Affidavit for the one person, more important than any other to effectuate any change in the estates, the one necessary to say everything is OK

with his name being forged on an admittedly fraudulent notarized Waiver in the estate of SHIRLEY, SIMON. The main man SIMON who allegedly wants to make the changes cannot now where he remains dead. This hokey nonsense in the Affidavits is again a bigger waste of this Court and everyone else time, effort and monies, other to than to point to the guilty parties who signed these bogus Affidavits as part of an attempted cover up for crimes they knowingly were partaking in and benefiting from, through yet another Fraud on this Court and the ultimate beneficiaries.

DEFECTS IN WAIVERS – EXHIBIT A OF THE AFFIDAVITS RESUBMITTED TO THIS COURT WITH ANOTHER NOT NOTARIZED WAIVER ON SEPTEMBER 13, 2013, THE DAY OF THE HEARING.

178. That several problems appear with the new Affidavit and Exhibit A - Waiver attached to each affidavit signed on September 12, 2013,

i. TED states on the UN-NOTARIZED Waiver sent back to the Court in "Exhibit A" of the Affidavit, that "The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton. Florida 33487, and who has an interest in the above estate as **beneficiary** [emphasis added] of the estate:"

That this statement by TED that he is a beneficiary of the estate of SHIRLEY at that time in August 2012 when he claims to have signed this rejected and useless Waiver is wholly false and perjured as well, as TED was not then or now a beneficiary of the estate of SHIRLEY, even if the alleged changes had been made by SIMON. As the Court will remember, TED was disinherited from the estate as a beneficiary and the proposed changes in beneficiaries was to make his adult children beneficiaries, again skipping TED and leaving him out the estate as a beneficiary in either scenario.

ii. That P. SIMON states on the UN-NOTARIZED Waiver sent back to the Court in "Exhibit A" of the Affidavit, that "The undersigned, PAMELA B. SIMON, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, Illinois, and who has an interest in the above estate as **beneficiary** [emphasis added] of the estate:"

That this statement by P. SIMON that she is a beneficiary of the estate at that time is wholly false and perjured, as P. SIMON was not then or now a beneficiary of the estate of SHIRLEY, even if the alleged changes were made by SIMON. As the Court will remember, P. SIMON was excluded from the estate as a beneficiary and the proposed changes in beneficiaries was to make her adult child a beneficiary, again skipping P. SIMON and leaving her out of the estate as beneficiary in either scenario.

iii. That the Waivers are all tendered to the Court and docketed in the Court on October 24, 2012, over one month after SIMON passed. That on the day the Waivers were tendered to the Court by TSPA, the statements in the Waiver were materially false and estate counsel TSPA, TESCHER and SPALLINA knew that they were false statements at the time of filing but filed them regardless of the truth of the claims being made on that date to this Court by SIMON who was deceased, Without notifying the Court that the Trustee and Personal Representative SIMON had died and TSPA, TESCHER and SPALLINA failed to file the necessary papers for successors to be chosen and approved by all beneficiaries and Letters granted as no PERSONAL REPRESENTATIVE or TRUSTEE existed at the time the Waivers were tendered to this Court to close the estate fraudulently, as SIMON was dead at the time. Just close the estate with a dead man's forged and fraudulent Waiver, change the beneficiaries with a dead person and a few more improperly notarized

documents and hope no one noticed and the perfect crimes could take place to loot the estates.

iv. That on the date the Waivers were filed with the Court, there was no Personal Representative or Trustee of SHIRLEY'S estate, as SIMON was dead and no one ever replaced SIMON or was Court appointed with Letters as successor, as evidenced in the Hearing. That despite TED being named a successor to SIMON in the Trust and Will of SHIRLEY in the 2008 documents, no proper legal steps were taken to appoint TED and notice the beneficiaries and that trustees had changed because a fraud was pulled on the Court with SIMON dead as if he were alive, so it would have thrown up a huge red flag.

v. That due to the fact there was no Personal Representative or Trustee at the time the Waivers were filed with the Court to close the estate, as SIMON was dead when this was done for him as if he were alive, no successors were ever appointed and the estate was closed by a dead man as if alive. Therefore, the following claims could not have been true in the Waivers on the date they were filed with the Court, in October 2012, one month after SIMON the Personal Representative and Trustee had passed but was still acting as Personal Representative and Trustee to close the estate.

    i. That in subsection (b) of the Waiver each party, TED, P. SIMON, IANTONI, FRIEDSTEIN "Waives the filing and service of a final or other accounting by the personal representative." Where there was no Personal Representative at that time as SIMON was dead and no successor appointed. This statement appears false both then and in their new Affidavit Waivers, as no successor



Personal Representative had been chosen as of the date of the Hearing or the date the Affidavits were signed.

ii. That in subsection (c) of the Waiver each party, TED, P. SIMON, IANTONI, FRIEDSTEIN "Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation." That the Petition for Discharge was found in this Court to be another fraudulent document filed for SIMON after he was deceased and no new one has he tendered. Further, no documents were sent by estate counsel to the beneficiaries, ELIOT, IANTONI and FRIEDSTEIN to make this claim with informed consent due to the suppressed and denied documents.

iii. That in subsection (d) of the Waiver each party, TED, P. SIMON, IANTONI, FRIEDSTEIN, "(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation" That for the same reason as above that there was no Personal Representative at that time this statement was filed with the Court and also appears false as how can one determine the compensation of one that does not legally exist at the time. Also, this statement appears false as IANTONI and FRIEDSTEIN stated to ELIOT that they had no documents in the estates either at the time of

SIMON'S death or after and thus how could they attest to having knowledge of something they cannot ascertain if true.

iv. That in subsection (f) of the Waiver each party, TED, P. SIMON, IANTONI, FRIEDSTEIN, "(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned" where there was no Personal Representative at the time the document was filed after SIMON'S death to discharge.

v. That in subsection (g) of the Waiver each party, TED, P. SIMON, IANTONI, FRIEDSTEIN, "(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled" but where there was no receipt of distribution of the share of the estate to which the undersigned was entitled for ELIOT, IANTONI and FRIEDSTEIN, as they did not receive any documents, accounting and inventories from TSPA, TESCHER and SPALLINA et al. for months after SIMON'S passing, these claims would be made without informed consent and therefore false due to the suppression of the information necessary to make them true.

179. That ELIOT claims that his un-notarized Waiver is fraught with lies and perjured statements signed again under duress and where ELIOT was led to believe that his signed document would not be tendered to the Court without his review of the necessary underlying documents and that he signed only to relieve his father of instant stress, mental torture and possible heart failure.

180. That months passed from May to October and ELIOT thought nothing ever came of the beneficiary changes and his Waiver, as ELIOT never received the underlying documents

necessary to approve his Waiver for submission based on informed consent and make his Waiver valid and TSPA, TESCHER and SPALLINA et al. knew that ELIOT could not make those claims while they suppressed and denied the documents necessary to make informed consent to Waive.

181. That TSPA, TESCHER and SPALLINA et al. FAILED TO NOTIFY ELIOT THAT HE WAS A BENEFICIARY in the estate of SHIRLEY in violation of probate laws and then when he did find out in May 2012, they refused to turn over ANY documents to ELIOT while he was a beneficiary of the estate of SHIRLEY to make those claims in his Waiver true and forced him to sign them blindly in love of his father and through deceit conned ELIOT that everything due ELIOT legally as a beneficiary and to make an informed consent to the Waiver they were asking him to sign would be coming soon to review and still never sent them months later when his Waiver was attempted to be used un notarized or when the Court requested that it later be notarized and to this date they have not sent all the documents necessary to make any of the statements in the Waiver true.

182. That when they knew they would never get ELIOT to participate in Fraud and knew after SIMON'S death ELIOT would not sign another Waiver, especially after their abusive treatment of ELIOT right out of the gate, TSPA, TESCHER, SPALLINA and MORAN et al. decided to commit fraud for him through forging his name on the Waiver when the Court sent the document back for notary in efforts to illegally obliterate the wishes and desires of SIMON and replace them with the wishes and desires of TED, P. SIMON, IANTONI, FRIEDSTEIN, SPALLINA and TESCHER et al.



183. That ELIOT'S un-notarized Waiver was rejected by the Court and the notarized one is not ELIOT'S original Waiver and is not ELIOT'S writing in the date as with the alleged original and is not ELIOT'S signature on the fraudulent Waiver from the alleged original.

184. That ELIOT alleges that the alleged original UN-NOTARIZED document in the Court docket is also not the document ELIOT sent to TSPA, TESCHER and SPALLINA et al. and that document may have been altered as well, ELIOT waits an opportunity to inspect the original documents and all of them with forensic experts.

(I) MOTION TO COMPEL AND ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT

185. That documents and other information regarding the estate of SHIRLEY were discussed in the Hearing relating to ELIOT and his children, involving trusts, beneficial interests and new assets that have not been disclosed to ELIOT and it appears these too are also being suppressed and denied to ELIOT with scienter. Again, one must ask WHY? What are they hiding? ELIOT is a beneficiary and/or a "trustee" for his alleged children beneficiaries and therefore must have the missing and suppressed documents in advance of the upcoming Evidentiary Hearing, documents that have been denied and suppressed from him in both SHIRLEY and SIMON'S estates. Certified and verified estate documents with the original available for forensic inspections, especially now that admitted fraudulent notarizations have occurred and forgery on six documents and other more essential estate documents are improperly notarized, including all the critical documents that attempt to

change beneficiaries in the estates, including wills and trusts, and these documents are now essential to determining the truth of who the beneficiaries are in both SIMON and SHIRLEY'S estates. EVERY DOCUMENT IS NOW SUSPECT IN BOTH ESTATES and must be forensically analyzed.

186. That in the US District Court for the Northern District of Illinois Eastern Division, Case No. 13cv3643, the Hon. Judge Amy J. St. Eve ordered recently that suppressed and denied insurance policies and a "lost" trust document be immediately tendered to ELIOT so that he could review the documents that he was sued as a Third Party defendant in, over an attempt to convert insurance benefits from the estate beneficiaries to newly elected POST MORTEM beneficiaries, through a secreted from ELIOT and his children's former counsel, Breach of Contract lawsuit. The lawsuit filed to attempt to convert insurance proceeds from the estate beneficiaries to TED, P. SIMON, IANTONI and FRIEDSTEIN directly. The Court can see here that without this scheme, TED and P. SIMON would get none of the proceeds if they flow to the estate that they were disinherited from.

187. That ELIOT and his children are entitled to these estate documents that have been wholly secreted, suppressed and denied from them since SHIRLEY'S passing on December 08, 2010 and SIMON'S passing on September 13, 2012 in opposite of law, see **EXHIBIT 4 - LIST OF DEMANDED DOCUMENTS**. That ELIOT asks that this Court demand all documents in EXHIBIT 4 be tendered to ELIOT prior to any evidentiary hearing.

188. That one such document that should have been legally tendered to either ELIOT as Beneficiary or ELIOT as TRUSTEE for his alleged children beneficiaries, after SIMON'S death by estate counsel, was the original 2008 SIMON BERNSTEIN TRUST

AGREEMENT that he signed when SHIRLEY signed hers in 2008, as only an AMENDED TRUST was sent, making it impossible to determine what changed.

189. That ELIOT and his counsel in January 2013 finally received piecemeal documents, including an AMENDED SIMON BERNSTEIN TRUST AGREEMENT without the original SIMON BERNSTEIN TRUST AGREEMENT attached, as required by law. The original remains suppressed and repeatedly denied despite oral and written requests for now approximately 16 months since the May 2012 meeting when the first requests were made by ELIOT. Why this Court must ask, if all is on the up and up, are they violating law and denying and suppressing information to ELIOT and his children and their counsel? Are these actions so ELIOT cannot make informed decisions to consent to any transactions going on? These documents are especially germane now, where so many other documents, including a Will and Amended trust already appear to be defective and NOT legally binding and due to the factual evidence that FRAUD and FORGERY has already occurred.

190. That in post September 13, 2013 calls after the Hearing with business associates of SIMON, ELIOT was informed that TED and a one Lindsay Baxley ("BAXLEY") participated in removal of documents and effects of SIMON'S office. That after SIMON died, TED sent the employees of his and SIMON'S companies an email that the offices would be closed for approximately 1 week and not to come to work in memorialization to SIMON.

191. That during this "memorialization" of SIMON, TED and BAXLEY went into the offices and removed and/or destroyed SIMON'S personal and business effects. Where TED has no fiduciary powers in SIMON'S estate at all and gathering and safe keeping of SIMON and SHIRLEY'S estate items was the responsibility of TESCHER and SPALLINA, acting

as estate counsel, alleged personal representatives and trustees, an obligation they repeatedly ceded to TED for unknown reasons and nothing was accounted for to the beneficiaries of SIMON'S office contents.

192. That BAXLEY is also involved in other documents improperly notarized in the estates and formal complaints are being drafted for both the Governor's office and Sheriff's department to investigate these documents and BAXLEY as well.

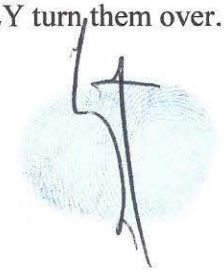
193. That on September 13, 2012, immediately after SIMON was deceased, TED sent WALKER to SIMON'S home as he lay dying to remove personal and business items from SIMON'S home, including but not limited to, estate documents and MARITZA documents relating to an inheritance he left for her.

194. That SHIRLEY died on December 08, 2010 and until May 15, 2012 ELIOT was still **uninformed** by TSPA, Tescher and SPALLINA et al. that he was a beneficiary of the estate of SHIRLEY, as required by Florida Probate law.

195. That the entire time that ELIOT was a beneficiary of the estate of SHIRLEY his interests and his children's alleged interests were suppressed and denied from him by TSPA, TESCHER, SPALLINA and TED et al. with scienter and ELIOT received NO DOCUMENTS, INVENTORIES, ACCOUNTINGS or any other information regarding his beneficial interests timely and this Court, with the estate newly reopened by Your Honor, must now demand ALL documents of the estate be sent to ELIOT immediately and without further delay. Now that the estate is reopened and ELIOT and/or his children remain beneficiaries and NO WAIVER for ELIOT exists, ELIOT demands this Court force TSPA, TESCHER, SPALLINA and TED et al. to turn over ALL records of the estates instantly for inspection and preparation for the upcoming evidentiary hearing.

196. That ELIOT demanded the documents from TSPA, TESCHER and SPALLINA et al. and after being refused was then threatened with unfair and harsh treatment if he sought counsel for himself or his children by TSPA, SPALLINA, TED and P. SIMON et al. All of them claimed counsel to parse the conflicts and review the estate documents was unnecessary and a waste of money, etc., as already evidenced in Petition 1 and ELIOT therefore hired YATES and Tripp Scott as counsel. YATES was unsuccessful in every getting all the documents she requested on behalf of ELIOT'S children.

197. That Your Honor should demand all documents in the estate of SHIRLEY and those in SIMON'S that relate to SHIRLEY'S estate matters be turned over to ELIOT and his children, as they are entitled to them by law and even after retaining counsel and counsel attempting to the secure the documents for months, counsel failed and only ran up an unnecessary bill of USD $10,000.00 attempting to chase them down and perhaps Your Honor can have more influence and force TSPA, SPALLINA, TESCHER, TED, P. SIMON et al. to IMMEDIATELY turn them over.





(II) MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD

PERJURED STATEMENTS IN OFFICIAL HEARING[7]

198. That a Hearing was held and the Transcript for that Hearing can be found @ www.iviewit.tv/20130913TRANSCRIPT.pdf, fully incorporated by reference in entirety herein.

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[7] 2005 Florida Code - CRIMES PERJURY, Chapter 837
837.012 Perjury when not in an official proceeding.—
837.02 Perjury in official proceedings.—
837.021 Perjury by contradictory statements.—
837.05 False reports to law enforcement authorities.—
837.06 False official statements.—

http://www.floridabar.org/tfb/TFBLawReg.nsf/9dad7bbda218afe885257002004833c5/ca758a1382421b60852574ba00649949

6.0 VIOLATIONS OF DUTIES OWED TO THE LEGAL SYSTEM
6.1 FALSE STATEMENTS, FRAUD, AND MISREPRESENTATION

Absent aggravating or mitigating circumstances, and upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving conduct that is prejudicial to the administration of justice or that involves dishonesty, fraud, deceit, or misrepresentation to a court:

6.11 Disbarment is appropriate when a lawyer:
(a) with the intent to deceive the court, knowingly makes a false statement or submits a false document; or
(b) improperly withholds material information, and causes serious or potentially serious injury to a party, or causes a significant or potentially significant adverse effect on the legal proceeding.

6.12 Suspension is appropriate when a lawyer knows that false statements or documents are being submitted to the court or that material information is improperly being withheld, and takes no remedial action.

6.13 Public reprimand is appropriate when a lawyer is negligent either in determining whether statements or documents are false or in taking remedial action when material information is being withheld.

6.14 Admonishment is appropriate when a lawyer is negligent in determining whether submitted statements or documents are false or in failing to disclose material information upon learning of its falsity, and causes little or no actual or potential injury to a party, or causes little or no adverse or potentially adverse effect on the legal proceeding.

PERJURED STATEMENT #1 – "WHO'S ON FIRST?"

199. That in the Hearing it was learned that TED claimed to this Court,

> 11 **MR. THEODORE BERNSTEIN: Your Honor, Ted**
> 12 **Bernstein, trustee of the estate, and I'm here**
> 13 **representing myself today.**

Yet, learned later at the Hearing was that since SIMON closed the estate as Personal Representative and Trustee while dead, filed for him as if alive and TSPA, TESCHER and SPALLINA et al. failed to notify the Court that Simon was dead until the Hearing, one year to the day later after his death, there existed no Personal Representative and Trustee in the estate at the time of the Hearing due to this Fraud on the Court and beneficiaries. The reason for there not being any successors was that since SIMON closed the estate while dead and no new Letters had been granted or even sought for TED or anyone else to be the next Personal Representative, Trustee or Successor Trustee and thus none existed at the time of the Hearing.

> 17 THE COURT: Okay. Who are the PR's that
> 18 you represent?
> 19 MR. MANCERI: Well, Shirley Bernstein
> 20 **there is no technically any PR because we had**
> 21 **the estate closed.**
> 22 THE COURT: Okay.
> 23 MR. MANCERI: And what emanated from
> 24 Mr. Bernstein's 57-page filing, which falls
> 25 lawfully short of any emergency, was a petition
> 00024
> 1 to reopen the estate, **so technically nobody has**
> 2 **letters right now.**
> 3 Simon Bernstein, your Honor, who died a

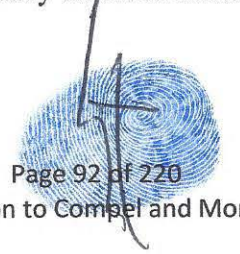
4 year ago today as you heard, survived his wife,
5 Shirley Bernstein, who died December 10, 2010.
6 Simon Bernstein was the PR of his wife's
7 estate.
8 As a result of his passing, and in attempt
9 to reopen the estate we're looking to have the
10 estate reopened. **So nobody has letters right**
11 **now, Judge. The estate was closed.**
12 THE COURT: So you agree that in Shirley's
13 estate it was closed January of this year,
14 there was an order of discharge, I see that.
15 Is that true?
16 MR. ELIOT BERNSTEIN: I don't know.
17 THE COURT: Do you know that that's true?
18 MR. ELIOT BERNSTEIN: Yes, I believe.
19 THE COURT: So final disposition and the
20 order got entered that Simon, your father --
21 MR. ELIOT BERNSTEIN: Yes, sir.
22 THE COURT: -- he came to court and said I
23 want to be discharged, my wife's estate is
24 closed and fully administered.
25 MR. ELIOT BERNSTEIN: No. I think it
00025
1 happened after --
2 THE COURT: No, I'm looking at it.
3 MR. ELIOT BERNSTEIN: What date did that
4 happen?
5 THE COURT: January 3, 2013.
6 MR. ELIOT BERNSTEIN: He was dead.
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7 MR. MANCERI: That's when the order was
8 signed, yes, your Honor.
9 THE COURT: He filed it, physically came
10 to court.
11 MR. ELIOT BERNSTEIN: Oh.
12 THE COURT: **So let me see when he actually**
13 **filed it and signed the paperwork.**
November.
14 **What date did your dad die?**
15 MR. ELIOT BERNSTEIN: **September. It's**
16 **hard to get through. <u>He does a lot of</u>**
<u>things</u>
17 **<u>when he's dead</u>.**
18 THE COURT: **I have all of these waivers by**
19 **Simon in November. He tells me Simon**
was dead

at the time.
MR. MANCERI: **Simon was dead at the time, your Honor.** The waivers that you're talking about are waivers from the beneficiaries, I believe.
THE COURT: No, it's waivers of
00026
accountings.
MR. MANCERI: Right, by the beneficiaries.
THE COURT: Discharge waiver of service of discharge by Simon, Simon asked that he not have to serve the petition for discharge.
MR. MANCERI: Right, that was in his petition. When was the petition served?
THE COURT: November 21st.
MR. SPALLINA: Yeah, it was after his date of death.
THE COURT: Well, how could that happen legally? How could Simon --
MR. MANCERI: Who signed that?
THE COURT: -- ask to close and not serve a petition after he's dead?
MR. MANCERI: Your Honor, what happened was is the documents were submitted with the waivers originally, and this goes to Mr. Bernstein's fraud allegation. As you know, your Honor, you have a rule that you have to have your waivers notarized. And the original waivers that were submitted were not notarized, so they were kicked back by the clerk. They were then notarized by a staff person from Tescher and Spallina admittedly in error. They
00027

should not have been notarized in the absentia of the people who purportedly signed them. And I'll give you the names of the other siblings, that would be Pamela, Lisa, Jill, and Ted Bernstein.
THE COURT: So let me tell you because I'm going to stop all of you folks because I think

8 **you need to be read your Miranda warnings.**
9 MR. MANCERI: I need to be read my Miranda
10 warnings?
11 **THE COURT: Everyone of you might have to**
12 **be.**
13 MR. MANCERI: Okay.

TED'S statement to this Court at the beginning of the Hearing that he is "trustee of the estate" is therefore a **PERJURED STATEMENT** and estate counsel knew all along no one legally and "technically" had Letters of Administration or was appointed as successor in any fiduciary capacity to SIMON, as they closed the estate with a dead SIMON and never sought a successor and never told the Court the truth that he was dead at the time as learned in the Hearing. Yet, estate counsel allowed and in fact Aided and Abetted TED in his claims that he was "trustee of the estate" and stated authoritatively and legally to ELIOT that he had the authority to act in these fiduciary capacities since day one after SIMON passed, when they seized dominion and control of the estate using this false claim and false titles, despite ELIOT'S protestations that TED was neither qualified nor appointed by the Court and conflicted if the beneficiaries had been changed and thus could not be a trustee or fiduciary of the estate as he was now also a trustee for his children beneficiaries. Yet later in the Hearing, as evidenced herein, MANCERI and SPALLINA are suddenly unsure if TED is the trustee or the successor trustee of the estate and SHIRLEY'S trusts. This again illustrates Willful, Wanton, Reckless, and Grossly Negligent behavior and violations of law by TSPA, TESCHER, SPALLINA and TED et al., all acting in coordinated conspiracy once the fraudulent and forged documents were

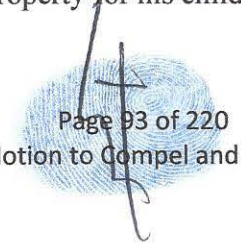


filed to then rush to loot the estate through further criminal acts with these falsely claimed fiduciary roles.

200. That TED has been acting in many illegal estate liquidation transactions and removal of property since then, fully defined in Petitions 1-7 and herein, since SIMON'S passing, claiming he, TED, was "Successor Trustee" and "Personal Representative" in the estate of SHIRLEY in order to fraudulently dispose of assets, acting as an imposter without Letters. Transacting estate asset sales and removal of properties in secreted from ELIOT, self-dealing fraudulent transactions, with the aid of TSPA, TESCHER and SPALLINA et al. and all enabled using falsified fiduciary titles with the approval of estate counsel, who knew all along the estate was closed fraudulently by a dead SIMON and that no successors were appointed and failing to notify the Court they were using a dead man to close the estate as if he were alive at the time. This again illustrates Willful, Wanton, Reckless, and Grossly Negligent behavior in violation of law by TSPA, TESCHER, SPALLINA and TED et al. and total disregard for the wishes and desires of SIMON and SHIRLEY.

201. That TED under these alleged fiduciary roles has sold a Condominium and signed tax forms in his illegally stated fiduciary titles of "successor trustee" and "personal representative" and removed other items in the estate and trusts of SHIRLEY and SIMON and split these items up in undisclosed transactions with P. SIMON, IANTONI and FRIEDSTEIN all utilizing these illegally gained fiduciary powers and as Your Honor learned in Court at the Hearing, the Condominium was sold and already divvyed up between 7/10th of the grandchildren.

202. That also learned at the Hearing was ELIOT refused to take this illegally gained money from a fraudulent sale of real property for his children on a transaction he had no details



regarding, that were done behind the back of ELIOT and his children's counsel, done by alleged fiduciaries at the time and ELIOT alleges these transactions were made fraudulently and the monies intentionally converted and comingled to knowingly wrong beneficiaries using documents that were knowingly fraudulent and forged and transacted by an imposter misrepresenting fiduciary titles in the estates, all aided and abetted by estate counsel and their employees through now admitted violations of law.

203. That it should irritate this Court further, if not already enraged, that this real property transaction was done despite protestations by ELIOT that TED did not have fiduciary powers in the estate and where everyone was aware that documents in the estate did not appear legally binding and were alleged criminal at that time. Yet, not one of those with their "hands in the cookie jar" came forward to the Court at that time to clarify and rectify these issues and instead rushed to illegally liquidate and remove assets in undisclosed, to certain of the beneficiaries and their counsel dealings to their advantage that damaged others, again Willful, Wanton, Reckless, and Grossly Negligent behavior in violation of law by TSPA, TESCHER, SPALLINA, TED, P. SIMON, IANTONI and FRIEDSTEIN et al.

204. That in the Hearing it was learned that no one was representing the estate at the Hearing and there was in fact neither a Personal Representative or Trustee (other than TED'S unrepresented self-professed claim he was the "trustee of the estate" to this Court) due to the Fraud on the Court and where MANCERI was representing only TESCHER and SPALLINA personally and it appears no one represented them professionally either or their law firm, all who are Respondents.

5 MR. MANCERI: Good afternoon, your Honor,
6 Mark Manceri. **I'm here on behalf of Robert**

7 **Spallina and Donald Tescher, named respondents.**

205. That to clarify to the Court, the Respondents in this action before this Court are the following,

RESPONDENTS

I. TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL),
II. ROBERT L. SPALLINA, ESQ., PERSONALLY,
III. ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
IV. DONALD R. TESCHER, ESQ. PERSONALLY,
V. DONALD R. TESCHER, ESQ. PROFESSIONALLY,
VI. THEODORE STUART BERNSTEIN, INDIVIDUALLY,
VII. THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVE,
VIII. THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
IX. THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE, PROFESSIONALLY,
X. JOHN AND JANE DOE'S (1-5000)

ADDITIONAL RESPONDENTS TO BE ADDED

XI. THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN,
XII. LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A BENEFICIARY,
XIII. LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER CHILDREN,
XIV. JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY,
XV. JILL MARLA IANTONI, AS TRUSTEE FOR HER CHILD,
XVI. PAMELA BETH SIMON, INDIVIDUALLY
XVII. PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILD,
XVIII. MARK MANCERI, ESQ., PERSONALLY,
XIX. MARK MANCERI, ESQ., PROFESSIONALLY,
XX. MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL)

ALLEGED BENEFICIARIES / INTERESTED PARTIES TO BE ADDED

XXI. JOSHUA ENNIO ZANDER BERNSTEIN – ELIOT MINOR CHILD,
XXII. JACOB NOAH ARCHIE BERNSTEIN – ELIOT MINOR CHILD,

XXIII. DANIEL ELIJSHA ABE OTTOMO BERNSTEIN – ELIOT MINOR CHILD,
XXIV. ALEXANDRA BERNSTEIN – TED ADULT CHILD,
XXV. ERIC BERNSTEIN - TED ADULT CHILD,
XXVI. MICHAEL BERNSTEIN – TED ADULT CHILD,
XXVII. MATTHEW LOGAN – TED'S SPOUSE ADULT CHILD,
XXVIII. MOLLY NORAH SIMON – PAMELA ADULT CHILD,
XXIX. JULIA IANTONI – JILL MINOR CHILD,
XXX. MAX FRIEDSTEIN – LISA MINOR CHILD,
XXXI. CARLY FRIEDSTEIN – LISA MINOR CHILD

206. That it would appear from the Hearing transcript that several of the already listed respondents were not represented by counsel and in many cases not even present at the Hearing at all, including,

i. the estate, no counsel

ii. the law firm of TSPA, no counsel

iii. SPALLINA professionally as estate counsel, no counsel

iv. TESCHER professionally as estate counsel, no counsel, as MANCERI claims SPALLINA and TESCHER are individually represented at the Hearing by him according to the quote above,

v. TED appears personally represented Pro Se in his individual capacity as he states in the Hearing,

vi. TED in all of his alleged fiduciary capacities that he is a named Respondent under herein, claiming for instance to be the alleged "Trustee for the Estate" as represented in the Hearing to Your Honor, however TED notably has NO counsel to represent these alleged fiduciary capacities on behalf of the estate or trusts of SHIRLEY, again Willful, Wanton, Reckless, and Grossly Negligent behavior in violation of law representing carelessness as a fiduciary that exposes the estate to risk,

vii. Several parties were not represented or even present at the Hearing at all, as they did not exist at the time of the Hearing to Your Honor and ELIOT'S shock and horror, such as the Personal Representative, Trustees and Successor Trustees, whom were not present due to the Fraud upon this Court in the closing of the estate with SIMON after SIMON was dead and utilizing documents signed and notarized for him post mortem and the failure of estate counsel to notify this Court that SIMON was dead as they were committing a crime using him dead as if alive, a unique identity theft and therefore failed to get new Letters issued to successor fiduciaries. again Willful, Wanton, Reckless, and Grossly Negligent behavior in violation of law representing carelessness as a fiduciary that exposes the estate to risk,

viii. None of the beneficiaries and alleged beneficiaries other than ELIOT were present or represented at the Hearing and none of them were represented by counsel, none of the interested parties were present or represented by counsel and none of the minor or adult children alleged beneficiaries of TED, P. SIMON, IANTONI and FRIEDSTEIN were represented by counsel or even by their "trustee" parents. ELIOT had retained counsel separate from him for his children but she quit due to abuse by TSPA, TESCHER and SPALLINA et al. and the fact that YATES could not get the necessary documents after billing $10,000.00 in her attempts. Again, this represents Willful, Wanton, Reckless, and Grossly Negligent behavior in violation of law by those with fiduciary responsibilities for adult and minor children and cause for the removal of TED, P. SIMON, IANTONI and FRIEDSTEIN from acting in fiduciary roles further or at minimum a Guardian Ad Lidum should be appointed for their minor children to watch over their parents actions, especially where their personal

interests are in direct conflict over estate assets with their children and they refuse to retain separate and independent counsel in those transactions, despite being fully advised of the conflicts.

207. That in the Hearing it was learned that a Fraud on the Court had occurred by TSPA, TESCHER, SPALLINA and MORAN et al., in filing knowingly and now ADMITTEDLY FRAUDULENT and FORGED documents to this Court. That because these criminal acts were found to be done through legal process abuse that was unwittingly facilitated through this Court with Your Honor's stamp of approval, Your Honor when discovering direct evidence and admission of such crimes directly from SPALLINA and MANCERI at the Hearing, stated you should have read them their "Miranda Warnings" at that moment, as this was now acknowledged and admitted Fraud on Your Court and Your Honor personally, as Your Honor signed off and closed and discharged the estate based on these fraudulent and forged documents submitted deceitfully and unlawfully with SIMON dead, as if alive.

208. That in the Hearing it was learned that counsel MANCERI, acting on behalf of SPALLINA and TESCHER as Respondents individually, and possibly counsel for TED soon, as stated in the Hearing by MANCERI, is uncertain however if TED is "Successor Trustee" in a trust of SHIRLEY'S that TED has been acting under such capacity to transact assets of the estate. Where no Letters of Administration were granted TED in any capacity, as SIMON closed the estate four months after he was dead and no successors were chosen as Your Honor uncovered in the Hearing, as the estate of SHIRLEY was closed as if SIMON were alive at the time and therefore SIMON was the last known Personal Representative and Trustee of the estate.

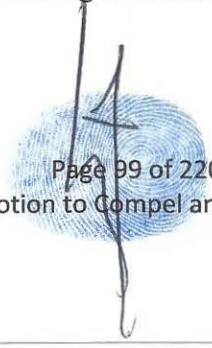


7 THE COURT: So her estate assets went into
8 a trust?
9 MR. MANCERI: Correct.
10 THE COURT: And that trust is --
11 MR. MANCERI: **And Ted Bernstein, I**
12 **believe, is the trustee of that trust.**

And later

19 MR. MANCERI: Ms. Moran.
20 THE COURT: Who is she?
21 MR. MANCERI: She's a staff person at
22 Tescher and Spallina.
23 THE COURT: **When she filed these, and one**
24 **would think when she filed these the person who**
25 **purports to be the requesting party is at least**
00033
1 **alive.**
2 MR. MANCERI: **Understood, Judge.**
3 THE COURT: **Not alive. So, well** -- we're
4 going to come back to the notary problem in a
5 second.

209. Well it is a good time for MANCERI to be wondering if TED is the trustee of the trust, as TED has been acting in this capacity in a number of alleged illegal transactions. This behavior is similar to how TED misrepresented himself to the Court in the beginning of the Hearing as "MR. THEODORE BERNSTEIN: Your Honor, Ted Bernstein, **trustee of the estate**, and I'm here representing myself today." While TED claims to be "trustee of the estate" he comes to the Court in his individual capacity only, Pro Se. Yet, as an alleged fiduciary, acting as "trustee to the estate" TED retains no legal counsel for this role (a major blunder and risk) and where the estate and trusts appear at risk from this Willful, Wanton, Reckless, and Grossly Negligent behavior by TED acting as an imposter fiduciary as the "trustee of the estate" and failing to retain counsel for his alleged role.



210. That only later do we learn in the Hearing that it is impossible for TED to be "trustee of the estate" due to the fraud on the court in the closing of SHIRLEY'S estate with SIMON after he was deceased that left no successor fiduciaries after SIMON and this may impart more criminal behavior by TED, as well as, breaches of ALLEGED fiduciary powers and trust. Since TESCHER and SPALLINA have been touting that TED was the Personal Representative and Trustee of the estate and successor trustee of the SHIRLEY trust, now as evidenced herein, estate counsel is now also questioning the legality of his fiduciary representations at the Hearing.

PERJURED STATEMENT #2 – "TO BE OR NOT TO BE" A BENEFICIARY

211. That in the Hearing MANCERI stated that ELIOT was not a beneficiary in the estate of SHIRLEY, a claim that SPALLINA, TESCHER, SPALLINA and TED had told ELIOT since SIMON'S passing to deny him documents and other information, despite that he is Guardian and Trustee for his children if they are determined to be the ultimate beneficiaries and therefore entitled to the estate documentation either way and despite the fact that SIMON did not close out the estate and change the beneficiaries until over four months after he was dead and thus ELIOT was a beneficiary all of that time as well, not just "early on" as claimed by SPALLINA and MANCERI at the Hearing but all the way to SIMON'S death and beyond. ELIOT claims he always was and continues to be one of the true and proper legally documented beneficiaries.

212. That the claim asserted at the Hearing was that SIMON closed SHIRLEY'S estate while allegedly alive and then made changes in an alleged Amended Trust of his signed a few weeks before his death with defective notarization to effectuate these beneficiary changes in SHIRLEY'S estate beneficiaries, all taking place while SIMON was allegedly alive.

The Waivers were filed without notarization and the estate was closed purportedly legally while SIMON was supposedly alive and after closing the estate and submitting the post mortem Waivers, SIMON, still supposedly alive and the Court thinking the same, then picked new beneficiaries of SHIRLEY'S estate, allegedly changing them from ELIOT, IANTONI and FRIEDSTEIN to allegedly all the grandchildren, using a power of appointment in SHIRLEY'S Will in his alleged 2012 Amended Trust.

213. That after this alleged change in beneficiaries, the new alleged beneficiaries did not get any notice of their interests, inventories, accountings, etc. from estate counsel and to this day not even a letter informing them they were now legally beneficiaries and informing them of their interests, in violation of Florida Probate law. The old beneficiaries got nothing at all but a Waiver that was ultimately rejected by the Court and no new ones were signed legally by any of the parties to this date, thus nothing was waived by any of the parties and the estate was further discharged illegally.

214. That while these alleged changes in beneficiaries were taking place, estate counsel failed to state to anyone that the estate was being closed with now admittedly fraudulent and alleged forged documents that they drafted and forged and submitted to the Court for SIMON to file as if alive while dead.

215. That first they tried this scheme and Fraud on the Court to effectuate post mortem changes to the beneficiaries one month after SIMON was deceased in October 2012 when the first faulty un-notarized Waivers were tendered and then rejected by this Court.

216. That next, a second more dubious criminal attempt was then made to close the estate when the Waivers were returned by the Court for notarizations two months later in November 2012, while SIMON remained deceased. Yet, miraculously when returned and filed with



the Court, the new Waivers had a notary allegedly witnessing SIMON sign documents while dead in November 2012 and returning them the Court as notarized and signed. Sounds like legit changes were never made in the estates of SIMON and SHIRLEY while they were alive or even after he was dead and the beneficiaries then appear to remain ELIOT, IANTONI and FRIEDSTEIN in the newly reopened estate and there are other reasons further defined herein that these are the only three beneficiaries of the estate of SHIRLEY along with their lineal descendants.

217. That now that this Court has reopened SHIRLEY'S estate and where SIMON can longer make the changes he is alleged to have made while he was dead to the beneficiaries, as he remains dead, ELIOT appears to remain a beneficiary in the newly reopened estate and SIMON can no longer provide legally valid documents to make any changes to the beneficiaries or close and discharge the estate while still dead, and the estate must now be re-administered and discharged according to law.

218. That MANCERI LIES to the Court when he states that ELIOT is not a beneficiary "because of financial problems among other issues."

> 16 MR. MANCERI: The ten grandchildren shares
> 17 -- and I want to be clear on this, this
> 18 gentleman is only a tangible personal
> property
> 19 beneficiary. He and his own proper person.
> 20 And the mother. That's all he's entitled to.
> 21 No cash request, nothing directly to him,
> 22 **because of his financial problems among**
> **other**
> 23 **issues.**
> 24 THE COURT: Okay.

219. That to be clear, the only reason ELIOT is not alleged to be a beneficiary is because he is a loving son, who when asked if he would be willing to give up his 1/3rd beneficial interests

in both estates to save his father from TORTURE that never ended, he agreed to do anything that would end SIMON'S disputes and pain caused by his other four children and their children.

220. That MANCERI'S attempt to further con this Court to believe that ELIOT was not a beneficiary for any other reason should leave this Court reading him his Miranda Warnings and arresting him with the rest of the Fraudsters for his part in continuing the LIES, PERJURY and FRAUD on this Court and the true and proper beneficiaries. It should also be noted that MANCERI represents in the STANSBURY case, Bernstein Family Realty LLC, where new and damning evidence of illegal activity is unfolding involving this entity and trust accounts of ELIOT'S children that own the LLC and this may pose conflicts for him as well.

221. That the only way ELIOT is not a beneficiary it appears, is actually because of the hoax and fraud committed on this Court and Judge French's Court and the true and proper beneficiaries of which ELIOT is one, by MANCERI, TSPA, SPALLINA, TESCHER and TED et al., in efforts to thwart the last wishes and desires of SIMON and SHIRLEY in their last known estate documents that appear valid, signed in 2008 together. Estate plans of SIMON and SHIRLEY that leave TED and P. SIMON and their lineal descendants as the only "tangible personal property beneficiaries" as intended by SIMON and SHIRLEY for "other issues" described herein and in Petition 1 and MANCERI should get his facts straight to the Court.

222. That to correct the record and MANCERI'S BIG FAT LIE, the only children of SHIRLEY that were disinherited entirely from the estate of SHIRLEY are TED and P. SIMON and they were still excluded, even if SIMON made the alleged changes to the beneficiaries.



Therefore, TED and P. SIMON should be excluded from any further dealings with the estates and these proceedings further for their acts thus far and stripped of any fiduciary capacities in the future. TED additionally should be removed from any fiduciary capacities for his breaches of fiduciary duties and trust to this point already. The shattering of trust caused by his acting in capacities he does not and did not have while liquidating estate assets illegally.

223. That if Your Honor somehow still finds TED and P. SIMON worthy of integrity to act in any fiduciary capacity, the only capacity they appear to have without conflict is as "trustees" of their children's alleged inheritance trusts and this would be a conflict for TED with other beneficiaries if he were to have any current fiduciary capacities in the estate, such as, Personal Representative, Trustee or Successor Trustee.

PERJURED STATEMENT #3 – 20 TO 40 TO 100 MILLION REASONS TO LIE AND COMMIT FRAUD AND FORGERY

224. That SPALLINA estimated to the Court with TED at the Hearing, a value to the estates of SIMON and SHIRLEY of four million dollars total, which is less than the real property held in SHIRLEY'S estate alone and would leave SIMON dying penniless and no other assets between them of any value, sure sounds far from reality and factual evidence of an estate value far higher.

23 THE COURT: **So what's the total corpus of**
24 **the what I'll call the ten grandchildren's**
25 **trust of both grandparents?**
00047
1 MR. SPALLINA: Not taking into account the
2 litigation?
3 THE COURT: Well, no, you haven't paid
4 anything out yet.
5 MR. SPALLINA: **I would say it's**
6 **approximately $4 million.**

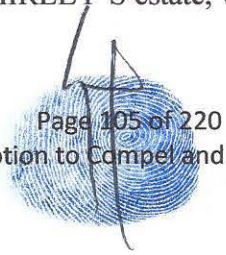
225. That SHIRLEY and SIMON had 50 years of jewelry estimated in the millions, art in the millions, IRA's and Pension accounts worth millions, business interests worth millions, life insurance in the millions and estimates from SIMON'S associates of a net worth shortly before his passing at between twenty to forty to one-hundred million dollars.

226. That one asks where are all the assets of the estates going or was SPALLINA stating four million to each of the ten grandchildren, which is more in line with estimates of SIMON and SHIRLEY'S net worth. Or is this insanely lowball number the reason for the suppressed and denied financial information and accountings and inventories in the estates, the reason for committing fraud, fraud upon the court, forgery and more and risking ones law license, as it appears they are trying to sell this Court and the beneficiaries that there was nothing really there when all the assets are being stolen out the back door in a multitude of fraudulent transactions, using fraudulent fiduciary powers?

227. That ELIOT after the Hearing spoke with a longtime business associate of SIMON'S who claimed to ELIOT and CANDICE that in 2009 he was informed by SIMON that his net worth was forty-two million dollars, USD $42,000,000.00.

228. That in prior conversations with a health professional of SIMON'S it was stated that SIMON told her shortly prior to his passing that his net worth was over twenty million dollars, USD $20,000.000.00, as stated in Petition 1.

229. That when requesting information to ascertain the net worth of SIMON and SHIRLEY from estate counsel, ELIOT and his children's counsel were denied basic financial information owed to them as beneficiaries and it continues to be suppressed and denied, including information on a two million dollar life insurance policy of SIMON'S, which with the real property held in SHIRLEY'S estate, would put the value of the estates over



six million with these three items alone, again making SPALLINA'S earlier claims of a total of four million for the combined value of the inheritance seems suspiciously low and another BIG FAT LIE.

230. That it was learned in the Hearing that in one breath SPALLINA states that three assets are held in SHIRLEY'S estate and almost in the next breath he states there are only two, a common problem with SPALLINA when recanting what assets are in the estates and what are missing, as more fully described in Petitions 1-7.

> 6 trusts?
> 7 MR. SPALLINA: Those trusts, Ted Bernstein
> 8 is the trustee of his **mother's trust and holds**
> 9 **three assets.**

Then just seconds later in the Hearing,

> 19 MR. SPALLINA: Correct, and today again
> 20 the Shirley Bernstein trust does have liquid
> 21 assets in it. **There was two properties,** real
> 22 estate properties, the residential home and a
> 23 condo on the beach. The condo on the beach
> 24 sold back in April or May. There were funds
> 25 that came into the account at that time. Ted
> 00048
> 1 was going to make partial distribution.

So which is it, two or three assets and if three what is the third? ELIOT claims there are many more assets being hidden and/or stolen off with.

PERJURED STATEMENT #4 – THOU SHALT NOT BEAR FALSE WITNESS NOR TAKE FALSE OATH

231. That it was learned at the Hearing that MANCERI claimed to Your Honor that he had Affidavits from all the parties, except ELIOT and failed to state he was missing SIMON'S too.

THE COURT: I mean everyone can see he signed these not notarized. When they were sent back to be notarized, the notary notarized them without him re-signing it, is that what happened?
MR. SPALLINA: Yes, sir.
THE COURT: So whatever issues arose with that, where are they today?
MR. SPALLINA: Today we have a signed affidavit from each of the children other than Mr. Bernstein that the original documents that were filed with The Court were in fact their original signatures which you have in the file attached as Exhibit A was the original document that was signed by them.
THE COURT: It was wrong for Moran to notarize -- **so whatever Moran did, the documents that she notarized, everyone but Eliot's side of the case have admitted that those are still the original signatures of either themselves or their father?**
MR. SPALLINA: **Yes, sir.**
THE COURT: I got it.

That this claim that the un-notarized and notarized signatures are the same is a **BIG FAT LIE AND PERJURED STATEMENT** to Your Honor by SPALLINA and one can simply read the Affidavits later submitted that contradictorily state that they are not the signatures of TED, P. SIMON, IANTONI and FRIEDSTEIN on the resubmitted Waivers that were notarized, from the Affidavit each Affiant states,

"6. It is my understanding that the subsequently filed Waivers <u>were not personally signed by me or the other heirs.</u>"



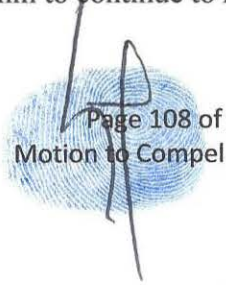
So this leaves open the question of, who is a BIG FAT LIAR, SPALLINA and MORAN or TED, P. SIMON, IANTONI and FRIEDSTEIN?

232. That the above statement of SPALLINA is also incorrect, as he did not have everyone but ELIOT'S Affidavit, as they did not have one for SIMON, as he remains deceased and could not have signed an Affidavit while dead. Where the Prima Facie evidence already presented herein shows the two Waivers for SIMON are wholly dissimilar and the notarized Waiver's signature is not the same as the original Waiver signature and that SIMON'S name was also FORGED, yet SPALLINA continues with this BIG FAT LIE in Your Honor's face, hoping Your Honor is asleep or confused.

233. That ELIOT requests this Court determine how SPALLINA is making these false representations to this Court on others behalf that he does not represent that are made in these new Affidavits, when he is admittedly involved in the fraudulent Waivers. As SPALLINA stated in the Hearing when asked by Your Honor if he was involved in the fraudulent activities of MORAN and he stated he was "involved" as estate counsel.

234. That SPALLINA then turned around and claimed that on behalf of TED, P. SIMON, IANTONI and FRIEDSTEIN, as if representing them, that these were their same signatures on the original un-notarized Waivers and the subsequently filed admittedly fraudulently notarized Waivers submitted by MORAN. At stake if they are not the same, is the difference for SPALLINA between continued freedom and having his "Miranda Rights" read to him and prison for a long time and financial ruin for FRAUD and FORGERY and MORE. Quite a conflict.

235. That with this type of freedom or prison conflict now in play for SPALLINA it is amazing that this Court has allowed him to continue to represent the estate or any party or make any



pleadings on anyone's behalf before this Court in these matters, especially on behalf of others that SPALLINA does not even represent in these matters. All these PERJURED STATEMENTS and LIES told in the Hearing are attempts to further con Your Honor and others that those signatures are not forged and the original and resubmitted Waivers signatures are the same and thus no harm no foul, when it is all LIES and a waste of the Courts time, effort and resources and a slap in the face insult to the victims, Your Honor and the sanctity of law.

236. That TSPA, TESCHER and SPALLINA et al. are also wholly liable for the actions of their Notary Publics, MORAN and BAXLEY and therefore, together they are the cause of all these problems and have WHOLLY BREACHED THEIR FIDUCIARY DUTIES and TRUST and violated LAW by engaging in admittedly fraudulent and criminal activities and should be immediately removed from the proceedings in any fiduciary and professional capacities other than as a respondent/defendant for this Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law.

237. That they therefore should be precluded from making further conflicted pleadings or appearances on anyone's behalf in these matters any longer. The Court should force them all to now get independent non conflicted counsel to represent them in each of their alleged capacities and stop these LIES and FRAUDS from continuing in Your Honor's Court to try to cover up the crimes with more crimes by those who committed the original crimes.

THE COURT: All right, so stop, that's enough to give you Miranda warnings. Not you personally --
MR. MANCERI: Okay.
THE COURT: Are you involved? Just tell me yes or no.
MR. SPALLINA: I'm sorry?
THE COURT: Are you involved in the

14 **transaction?**
15 MR. SPALLINA: **I was involved as the**
16 **lawyer for the estate, yes.**

238. That in the Hearing, Your Honor told ELIOT that if he were to lose his Emergency Motion that day as an Emergency, not in toto but as an Emergency, he should get his "checkbook out to pay the Court expenses, etc." or words to that effect. After learning of TSPA, SPALLINA and MORAN'S admitted Felony acts, Fraud on this Court and boldface LIES and PERJURED STATEMENTS to Your Honor, perhaps Your Honor should have forced SPALLINA and TESCHER to get their checkbooks out to cover all these costs and damages resulting thus far from their fraudulent criminal actions and force them to produce a blank check and bonding and surety to pay for the rest of this macabre scene they have admittedly created, including but not limited to all Court costs for all innocent parties/victims, all Court costs, all costs for counsel for all parties that are now forced to retain counsel to ascertain their rights and interests, all costs for forensics experts, forensic accountants, etc. etc. etc.

18 THE COURT: Okay, all right, so let me
19 tell you, I'm going to let you go forward. **If**
20 **I do not believe so, get your checkbook out.**
21 MR. ELIOT BERNSTEIN: **Okay.**
22 THE COURT: **You're going to personally pay**
23 **for the cost of this.**
24 MR. ELIOT BERNSTEIN: **Okay.**
25 THE COURT: It doesn't seem so based upon
00007
1 what you've told me, but you have this belief
2 that it is. Remember, show me that it's a
3 legal emergency like I gave the example of it.
4 Someone is going to die, be taken out of the
5 jurisdiction, someone's wellbeing today is
6 going to be -- you know, **they're going to be**
7 **without food, they'll be on the street**
8 **tomorrow.**
9 MR. ELIOT BERNSTEIN: Okay.
10 THE COURT: So is that the type of hearing

11 I need?
12 MR. ELIOT BERNSTEIN: Yes.

PERJURED STATEMENT #5 – DEFICIENCIES OF A CRIMINAL NATURE

239. That it was learned in the Hearing that MANCERI again LIES and PERJURES himself to the Court and disgraces Your Honor when he states,

12 MR. MANCERI: Your Honor, could I bring
13 you up to speed on one thing maybe you're not
14 seeing on your docket.
15 THE COURT: Yes.
16 MR. MANCERI: We actually filed a motion
17 to actually reopen the estate **when we learned**
18 **about the deficiency in the affidavit issue.**
19 THE COURT: Okay.
20 MR. MANCERI: And that was signed
21 **August 28th of this year.** Do you have a copy
22 of that, Judge, can I approach?

That nothing could be further from the truth when MANCERI states that they filed a motion when they learned of the "deficiencies" aka criminal felony Fraud, Fraud on the Court and Forgery, as ELIOT notified TSPA, SPALLINA, TESCHER, TED, P. SIMON, IANTONI and FRIEDSTEIN et al. of the "deficiencies" and served them the documents and information in Petitions 1-7, starting in May 2013. Noticing them and this Court with Prima Facie evidence that SIMON notarized documents while deceased and in all that time since learning of these allegations, not one of them that was served these motions and petitions came to this Court to file a Motion to Re-Open or Evidentiary Hearing request to resolve the matters truthfully or even bring the matters to Your Honor's attention, including that they used a dead person to close the estate and that they exposed Your Honor as Your Honor signed off on all of this. No, they did not come forward with the truth until the long arm of the law came knocking at their doors and in the Hearing were

confronted by Your Honor and even then they continued the Fraud with Perjured statements.

6 THE COURT: So let me tell you because I'm
7 going to stop all of you folks because I think
8 you need to be read your Miranda warnings.
9 MR. MANCERI: I need to be read my Miranda
10 warnings?
11 THE COURT: Everyone of you might have to
12 be.
13 MR. MANCERI: Okay.
14 THE COURT: Because I'm looking at a
15 formal document filed here April 9, 2012,
16 signed by Simon Bernstein, a signature for him.
17 MR. MANCERI: April 9th, right.
18 THE COURT: April 9th, signed by him, and
19 notarized on that same date by Kimberly. It's
20 a waiver and it's not filed with The Court
21 until November 19th, so the filing of it, and
22 it says to The Court on November 19th, the
23 undersigned, Simon Bernstein, does this, this,
24 and this. Signed and notarized on April 9,
25 2012. The notary said that she witnessed Simon
00028
1 sign it then, **and then for some reason it's not**
2 **filed with The Court until after his date of**
3 **death with no notice that he was dead at the**
4 **time that this was filed.**
5 MR. MANCERI: **Okay.**
6 THE COURT: All right, so stop, that's
7 enough to give you Miranda warnings.

ONLY AFTER THEY WERE CONTACTED BY AUTHORITIES and knew they were busted and their pants were on fire did they motion the Court, only days before the Hearing and SPALLINA does not confess his involvement in the Fraud on the Court to Your Honor until directly confronted by Your Honor in the Hearing. The record should be corrected to reflect that estate counsel, TSPA, TESCHER and SPALLINA et al. only filed a motion to reopen and for an evidentiary hearing only after ELIOT filed his Petition 7 – Emergency Motion and after MORAN had already confessed partially to the crimes, as her statements under sworn oath appear Perjured. MORAN'S confession through her sworn statement to

the Governor's office is fraught with perjured statements made under oath, including that the signatures were not forged on the Waivers she fraudulently created.

240. That ELIOT had filed in Petition 1 served upon them in May 2013 that the documents were fraudulent and forged and thus MANCERI'S claim that they rushed on over to the courthouse and motioned the Court to correct the fraudulent "deficiencies" as soon as they learned of it, well again, a **BIG FAT PERJURED STATEMENT AND LIE.**

241. That again, each day Your Honor allows this criminal charade to continue in this Court with fraudulent documents approved by the Court that the Court now knows beyond a reasonable doubt are fraudulent and forged, more and more crimes are committed as illustrated in Petitions 1-7 and herein. Where in Petition 1 the document forgeries and frauds were clearly illustrated and evidenced and this fraud on the Court and the beneficiaries should have been stopped instantly when Your Honor should have read them Miranda Warnings and partially why ELIOT called the Hearing an EMERGENCY, which now with evidence of felony crimes being committed, this Court erred in ruling that ELIOT'S motion was not an EMERGENCY.

242. That these breaches of fiduciary duties and trust from this Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law and the resultant damages cannot ever be repaired and therefore this Court must instantly stop the LIES and FRAUD on the beneficiaries and Fraud on the Court and remove all fiduciaries and professionals involved in the estate currently and force upon them independent counsel that is not conflicted and certainly not represent themselves any longer to preclude further frauds by disregard for this Court's own rules, the rules of the Attorney Conduct Code, Judicial Cannons, State and Federal law.



PERJURED STATEMENT #6 – I AM NOT THAT I AM

243. That in the Hearing MANCERI states the following misrepresentation to Your Honor,

> 17 THE COURT: Okay. Who are the PR's that
> 18 you represent?
> 19 MR. MANCERI: Well, Shirley Bernstein
> 20 **there is no technically any PR because we had**
> 21 **the estate closed.**
> 22 THE COURT: Okay.
> 23 MR. MANCERI: **And what emanated from**
> 24 **Mr. Bernstein's 57-page filing, which falls**
> 25 **lawfully short of any emergency, was a petition**
> 00024
> 1 **to reopen the estate, so technically nobody has**
> 2 **letters right now.**

That this claim is false as from ELIOT's 57-page filing does not emanate the reason that "technically" nobody had Letters of Administration at the Hearing. The reason nobody has Letters has already been evidenced herein as due to the FRAUD ON THE COURT by MANCERI'S clients, TESCHER and SPALLINA but this represents yet another brave attempt by MANCERI now to shift the blame to ELIOT and his 57 page filing through more PERJURED STATEMENTS for nobody "technically" having Letters.

PERJURED STATEMENT #7 – A FALSE RESULT

> 8 **As a result of his [SIMON'S] passing**, and in
> attempt
> 9 to reopen the estate we're looking to have the
> 10 estate reopened. So nobody has letters right
> 11 now, Judge. The estate was closed.

That this statement almost seems to exhibit signs of delusional behavior by MANCERI as we are not looking at reopening the estate of SHIRLEY as a result of SIMON's passing a year ago. This Court is looking at reopening the estate due the admitted and acknowledged

fraudulent and forged documents and evidence that a grand ole fraud has been perpetrated on the Court and beneficiaries from the acts of MANCERI'S clients, not because of ELIOT'S 57 page spot on filing detailing their crimes nor due to SIMON'S passing. Another boldface PERJURED STATEMENT and **BIG FAT LIE** told to this Court by MANCERI, who now appears a part of the fraud and not independent counsel for his clients but counsel willing to lie and perjure himself and certainly for these lies and perjured statements he should be removed from further representation in these matters and reported to the proper authorities as well.

CLARIFICATION #1 – TO BE COUNSEL OR NOT TO BE

244. That MANCERI appears confused in Court as to whom he is representing and in what capacities and this Court should force disclosure on exactly who he is representing and in what capacity.

> MR. MANCERI: Good afternoon, your Honor.
> As I stated in my opening, I represent Robert
> Spallina and Mr. Tescher. I would like to
> apologize --
> THE COURT: So their roles are what in
> this case?
> MR. MANCERI: **They were counsel or are**
> **counsel for the estate of Shirley Bernstein…**

So were they counsel or are they counsel? The question remains unanswered throughout the Hearing.

CORRECTION

245. That MANCERI appears confused on the date of SHIRLEY'S death, where SHIRLEY passed away on December 08, 2010.

3 Simon Bernstein, your Honor, who died a
4 year ago today as you heard, survived his wife,
5 Shirley Bernstein, who died **December 10, 2010.**
6 Simon Bernstein was the PR of his wife's
7 estate.

½ TRUTH – WHY THERE IS NO PERSONAL REPRESENTATIVE

17 THE COURT: Okay. Who are the PR's that
18 you represent?
19 MR. MANCERI: Well, Shirley Bernstein
20 there is no technically any PR because we had
21 the estate closed.
22 THE COURT: Okay.

246. That MANCERI is correct there is no Personal Representative but not because they closed the estate as he imparts but rather because they closed the estate with SIMON over four months after he was dead, without notifying the Court or others that he was dead at the time SIMON allegedly closed the estate and committed Identity Theft to pass FORGED AND FRAUDULENT DOCUMENTS and then failed to appoint any successors to SIMON.

247. That since SIMON was dead and they did not notify the Court they were using a dead person's signature, they did not therefore put papers in to get new Letters for a successor and therefore no successor was chosen and that is why technically there is no Personal Representative, due to this macabre fraud on the Court utilizing a dead man, my father SIMON, to close the estate.

PERJURED STATEMENT #8 – A FALSE BELIEF

21 MR. MANCERI: Simon was dead at the time,
22 your Honor. The waivers that you're talking
23 about are **waivers from the beneficiaries, I**
24 **believe**.

248. That MANCERI attempts several times at the Hearing to mislead the Court to believe that the Waivers the Court is confused about are strictly from the beneficiaries and refuses to disclose that the waivers most suspect are the Waiver and Full Waiver of SIMON who is not a beneficiary but is the Personal Representative and Trustee and SIMON was dead at the time they are knowingly positing the fraudulent and forged documents with the Court. In this exchange from the Hearing, Your Honor busts MANCERI in this PERJURY,

25 THE COURT: No, it's waivers of
00026
1 accountings.
2 MR. MANCERI: Right, by the beneficiaries.
3 THE COURT: Discharge waiver of service of
4 discharge by Simon, Simon asked that he not
5 have to serve the petition for discharge.
6 MR. MANCERI: Right, that was in his
7 petition. When was the petition served?
8 THE COURT: November 21st.
9 MR. SPALLINA: Yeah, it was after his date
10 of death.
11 THE COURT: Well, how could that happen
12 legally? How could Simon --
13 MR. MANCERI: Who signed that?
14 THE COURT: -- ask to close and not serve
15 a petition after he's dead?

CLARIFICATION #3 – A STAFF PERSON VERSUS A LEGAL ASSISTANT AND NOTARY PUBLIC OFFICIAL

23 so they were kicked back by the clerk. They
24 were then **notarized by a staff person** from
25 Tescher and Spallina **admittedly in error**. They
00027
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1 should not have been notarized in the absentia
2 of the people who purportedly signed them.

3 I'll give you the names of the other siblings,
4 that would be Pamela, Lisa, Jill, and Ted
5 Bernstein.
6 THE COURT: So let me tell you because I'm

7 going to stop all of you folks because I think
8 you need to be read your Miranda warnings.
9 MR. MANCERI: I need to be read my Miranda
10 warnings?
11 THE COURT: Everyone of you might have to
12 be.
13 MR. MANCERI: Okay.

249. That MANCERI attempts to minimize the role of MORAN as merely a "staff person" when in fact MORAN is a Legal Assistant for the Law Firm and their notary public, as at this time he is still attempting to lie to this Court and have Your Honor believe that MORAN'S acts were one off mistakes and not part of a much larger series of frauds and crimes.

CLARIFICATION #4 – BEEN VERSUS BEING

2 THE COURT: Kimberly Moran never signed or
3 notarized his signature?
4 MR. MANCERI: Yes, your Honor, **and that's**
5 **been addressed with the Governor's office.**
6 THE COURT: You need to address this with
7 me.

250. That not only has it not been addressed with Your Honor truthfully yet, it also has not been addressed with the Governor's office in the past tense as they still have an open case in process. MORAN is still in the present in ongoing investigations by the Florida Governor's office and the Palm Beach County Sheriff's office who turned the matters over to the State Attorney's Office, regarding not only the fraudulent notarizations but the forgery of the signatures and now for alleged perjury to official investigators in MORAN'S original statement versus her recent confessions to authorities which contradict her original sworn statements.

PERJURED STATEMENT #9 & 10 – TO BE FILED OR NOT TO BE FILED, THAT IS THE QUESTION

24 MR. MANCERI: **They were originally filed**
25 **away, your Honor, under the signature of the**
00031
1 **people.**
2 THE COURT: **No, they weren't filed, that's**
3 **the whole thing. I'm looking at the file date,**
4 **filed with The Court.**
5 MR. MANCERI: No, they were returned by
6 the clerk because they didn't have
7 notarization. **We have affidavits from all**
8 **those people,** Judge.

9 THE COURT: Well you may have that they
10 got sent up here.
11 MR. MANCERI: **We have affidavits from all**
12 **of those people.**
13 MR. ELIOT BERNSTEIN: Including Simon?
14 THE COURT: Slow down.

251. MANCERI claims to Your Honor that the original Waivers were filed as part of the Court record, however they never were filed as they were rejected as Your Honor astutely catches and points out his PERJURED STATEMENT in the Hearing. Then MANCERI attempts to claim that to cure the problem he has affidavits from all those people who signed and this is wholly untrue as he has no Affidavit for ELIOT or SIMON, another **BIG FAT LIE**.

CLARIFICATION #5 – ASSUMPTION IS THE MOTHER OF ALL DISASTERS

14 THE COURT: Who filed that document?
15 MR. MANCERI: Robert, do you know who
16 filed that document in your office?
17 MR. SPALLINA: **I would assume** Kimberly
18 did.
19 MR. MANCERI: Ms. Moran.
20 THE COURT: Who is she?
21 MR. MANCERI: She's a staff person at

22 Tescher and Spallina.

252. That SPALLINA needs to immediately clarify to this Court and the beneficiaries of the estate who exactly filed the document and have a sworn statement prepared to that effect and what his "involvement" as estate counsel included in the fraud and forgery. This is a great question by Your Honor that needs an answer but in the end, despite the individual that actually filed the documents, it was filed by the LAW FIRM OF TESCHER & SPALLINA, P.A., TESCHER and SPALLINA et al. and not by a singular "scapegoat" alleged "staff person" who again for the record is a Legal Assistant and Notary Public employee of TSPA.
253. That MORAN did not do these acts on her own without anyone's knowledge as a kind gesture, in efforts to help grieving children months after their father died as her story goes, as now it has been learned that separate and distinct crimes were committed in conjunction with her actions to further the crime and commit even more crimes, as discovered at the Hearing.
254. That these document fraud and forgeries and then the separate act of filing false instruments in public proceedings through identity theft and more, provide the basis for other crimes to be committed and since it appears that MORAN has perjured herself and now confessed to authorities the crime of forgery, certainly this whole series of events needs to be examined more thoroughly in light of the other alleged crimes herein and in Petitions 1-7.

PERJURED STATEMENT #11 – NOW IS A GREAT TIME TO FACT CHECK, A BIT LATE

11 MR. MANCERI: **And Ted Bernstein, I**

12 **believe, is the trustee of that trust.**

255. That MANCERI needs to immediately clarify to this Court and the beneficiaries of the estate if at the time TED was trustee, not what his belief is. However, the Court Hearing revealed that SIMON died as Personal Representative and Trustee of the estate and trusts of SHIRLEY and no successors were chosen due to the Fraud on the Court discovered by Your Honor at the Hearing. MANCERI and SPALLINA knew that TED was not ever appointed as they failed to notify the Court SIMON had died since they were using him as if alive for the Fraud on the Court and so this couching of his answer is really just another PERJURED STATEMENT and BIG FAT LIE, to continue to mock Your Honor with further fraud upon fraud and lie upon lie.

CORRECTION AGAIN

21 MR. MANCERI: He died, your Honor. Again
22 **she died December 10, 2010**. He died September
23 of 2012.

256. That again, SHIRLEY passed away December 08, 2010 and Simon passed on September 13, 2012.

PERJURED STATEMENT #12 – A CAREFULLY CRAFTED LIE

15 THE COURT: And Shirley's trust is for the
16 benefit of who?
17 MR. MANCERI: **The grandchildren now**
18 **because Simon died.**
19 THE COURT: So children-level, Eliot, Ted
20 were skipped over as beneficiaries?
21 MR. MANCERI: That's correct, your Honor.



257. That MANCERI carefully tries to dance around the truth of who SHIRLEY'S trust beneficiaries are and so states that the grandchildren in SHIRLEY'S estate were the beneficiaries **BECAUSE** SIMON died. Where SIMON'S death has nothing to do with who the beneficiaries of SHIRLEY'S estate and trusts are. What MANCERI wants to avoid is that the beneficiaries of SHIRLEY'S estate in her Will and Trusts that were never legally probated are ELIOT, IANTONI and FRIEDSTEIN and their children only, not all of the grandchildren.

258. That MANCERI fails to state that it is alleged that after SIMON closed SHIRLEY'S estate while he was dead for over four months, he then filed an AMENDED TRUST and a WILL that both have notarizations that fail to state that SIMON appeared on the date allegedly signed before the notary. Again, if SHIRLEY'S beneficiaries and Personal Representative/Trustee Waivers were not legal and were never filed legally in the Court and the Petition for Discharge was a fraud as Your Honor discovered at the Hearing and now neither can be signed and notarized by all parties that originally signed them, including SIMON who cannot sign a new one and ELIOT who refuses to sign another one, well, it appears the beneficiaries of the estate of SHIRLEY remain free of any alleged changes post fraudulent discharge and closing and ELIOT, IANTONI and FRIEDSTEIN remain beneficiaries as of this date and were never legally replaced by the grandchildren as MANCERI falsely claims. The only children that were "skipped over" are TED and P. SIMON who were skipped over in either case of the ultimate beneficiaries and MANCERI again failed to tell the truth of the matter to Your Honor and come clean, instead praying Your Honor was still asleep.



259. That the beneficiaries of SHIRLEY'S estate are ELIOT, IANTONI and FRIEDSTEIN and their lineal descendants only, as defined in SHIRLEY'S limited beneficiary designations and BECAUSE SIMON lived or died has no bearing on the beneficiary designations and they remain ELIOT, IANTONI and FRIEDSTEIN and THEIR CHILDREN ONLY, despite a best fraudulent effort to make changes that defy law and logic and mislead to the Court that because SIMON died they magically changed.

PERJURED STATEMENT #13 – FOLLOW THE DEAD MAN'S CHECKING ACCOUNT TRANSACTIONS

23 THE COURT: So after Shirley died, did
24 that continue?
25 MR. SPALLINA: Yes, I assume so, that Si
00042
1 was paying bills.
2 THE COURT: And when he died in September
3 of last year, what happened, if anything?
4 MR. SPALLINA: There was an account that
5 we set up in the name of Bernstein Family
6 Reality. That was owned by three old trusts
7 not that we created, but were created by
8 Mr. Bernstein in 2006 that owned the house that
9 the family lives in, so there was an LLC that
10 was set up, Bernstein Family Realty, LLC,
11 there's the three children's trust that own the
12 membership interest in that, and there was a
13 bank account at Legacy Bank that had a small
14 amount of money that Si's assistant Rachel had
15 been paying the bills out of on behalf of the
16 trusts.
17 When Mr. Bernstein died, Oppenheimer, as
18 trustee of the three trusts and in control of
19 the operations of that entity, assigned
20 themselves as manager, had the account moved
21 from Legacy to Oppenheimer, and continued to
22 pay the bills they could with the small amount
23 of money that was in the Legacy account.
24 At this time, the Legacy account was
25 terminated because there were no funds left,
00043
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1 they started using the funds inside the three
2 trusts at Oppenheimer to pay for health,
3 education, maintenance and support --
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260. That the first part of this perjury begins when SPALLINA states that after SIMON died an account was set up in the name of Bernstein Family Reality (sp), this factually happened many years before SIMON died at Legacy Bank and a new one was not set up until months after SIMON died and for peculiar and perhaps illegal reasons.

261. That ELIOT states for the record that the Bernstein Family Realty LLC account referred to here was set up years earlier to pay ELIOT according to his Advanced Inheritance Agreement, exhibit in Petition 1, between ELIOT and CANDICE and SIMON and SHIRLEY and established to pay the expenses of their children's home, other living expenses of CANDICE, ELIOT and the children and income to ELIOT to pursue his Intellectual Properties and those who stole them. That SIMON funded the account as necessary to cover these costs as agreed.

262. That to set the record straight, there were three trusts in ELIOT's three children's name that were created in 2006 for school expenses by a different law firm and lawyer than TSPA, TESCHER an SPALLINA. That the children's house is part of Bernstein Family Realty LLC ("LLC"), which LLC is owned by ELIOT'S children. The house however did not get owned by the three trusts through their interest in the LLC until 2008. In fact, SPALLINA drafted and executed the formation of Bernstein Family Realty LLC in 2008 and established ownership of such home by the pre-existing trusts and then accounts were set up and funded monthly without interruption thereafter by SHIRLEY and SIMON until the day SIMON died for the LLC.

263. That TSPA, TESCHER and SPALLINA did the real property transactional work and other documents to put the home into the LLC they created, using a variety of cash, loans and

mortgages, all the real property documents prepared by their estate planning law firm, as evidenced in Petition 1 – Section "XIII. THREATENED FORECLOSURE ON SIMON'S GRANDCHILDREN'S HOME BY SIMON'S ESTATE POST MORTEM" and EXHIBIT 21 - BALLOON MORTGAGE and EXHIBIT 22 - PROMISSORY NOTE and EXHIBIT 24 - WALT SAHM CARRY OVER LOAN.

264. That SPALLINA again tells PERJURED STATEMENTS and fibs in streams to dance around the factual truth that exposes his crimes, now claiming that when SIMON died, Oppenheimer moved the Legacy Account to Oppenheimer. This is yet another PERJURED STATEMENT, as the truth is that for months after SIMON'S death, SPALLINA ordered and directed SIMON'S assistant WALKER to continue paying the bills out SIMON'S old Legacy Bank account, despite the fact that SPALLINA knew that SIMON was dead and that he was the only signor on the account.

265. That is was learned and admitted to in the Hearing that WALKER, after SIMON was deceased was writing checks to pay bills from an account that she was not authorized to write them from for months after he was deceased and where SIMON was sole signatory.

266. That these fraudulent actions by WALKER are believed to have been directed by TESCHER, SPALLINA and TED et al. who advised her to do this. Subsequently, after TED fired WALKER overnight and without warning, SPALLINA told WALKER to turn the accounts over to CANDICE who should start writing the checks. As ELIOT thought this a bit illegal, he called with WALKER on the line to Legacy Bank, to verify the sanity of having checks written by CANDICE out of her deceased father-in-law's accounts months after he was deceased, as directed by SPALLINA.



267. That Legacy Bank informed ELIOT and WALKER that they were stunned nobody had notified them that SIMON was dead for all of his accounts and instantly froze the account(s). Then the Bernstein Family Realty LLC account was transferred to Oppenheimer and Janet Craig by SPALLINA who directed the transfer and ELIOT is uncertain if any of the rest of the MANCERI testimony at the Hearing regarding these accounts is true. This account story of the Legacy Bank transactions was intentionally misrepresented in the Hearing to Your Honor by MANCERI as well.

268. That TSPA, TESCHER and SPALLINA et al. then allegedly spoke with Legacy Bank regarding the situation of the frozen accounts and they then arranged for the transfer of any remaining balances into new accounts with Oppenheimer, months after SIMON's passing in December 2012 or thereabouts. Oppenheimer then apparently opened a new Bernstein Family Realty account at Oppenheimer and that is how it really went down.

269. That SPALLINA then bled the new Oppenheimer LLC account dry and then directed Oppenheimer to begin paying the bills instead out the children's 2006 school trusts and did not continue funding the LLC account that was opened at Oppenheimer to pay the bills and stated he would replenish and replace the old trust accounts as needed, until he got everything in the estate in order and established new trusts for distributions.

270. That SPALLINA states that Oppenheimer called him and told him the trusts were depleted and it did not pay to administer them anymore but the factual evidence submitted in Petition 7, exhibit 6 - "JULY 16, 2013 OPPENHEIMER LETTER REGARDING STATUS OF SCHOOL TRUSTS" and exhibit 7 "AUGUST 28, 2013 OPPENHEIMER LETTER REGARDING TERMINATING SCHOOL TRUSTS", of the correspondences that were had regarding the closing and who said what, proves that SPALLINA was

contacted by Oppenheimer to replace the monies to continue both the living expenses and school expenses and it was SPALLINA himself who then directed the closing of the trusts and directed that TED be appointed as successor manager by the current manger Oppenheimer for Bernstein Family Realty LLC, claiming he choose TED as TED had volunteered.

271. That further, SPALLINA told both Oppenheimer and ELIOT that he would replace and replenish the school trust funds used when he got around to setting up new trusts for the children and when it came time to replenish and replace the funds he declined and left the school trust funds depleted to nothing and the LLC account with nothing and told Oppenheimer to close the accounts and nothing would be left and that bills would not be paid as of that date.

272. That the timing of this cessation of funding of these accounts and depletion of other accounts is more fully defined in the Petition 7, which exhibits how TSPA, TESCHER, SPALLINA and TED then used this situation they created and controlled to create overnight hardship on ELIOT and his minor children to attempt to EXTORT ELIOT to either take money ELIOT alleges is from illegal transactions and then illegally convert those monies through FRAUD into new accounts for possibly the wrong beneficiaries, through trust accounts SPALLINA was to create or else ELIOT would face starvation and loss of all income etc. overnight, the basis for the EXTORTION claim in Petition 7.

273. That the timing could not be better to SPALLINA as at this time he was noticed by MORAN that Governor's office was investigating her and the forged and fraudulent documents and this cessation of funds would hamper ELIOT'S abilities in prosecuting them by filing with state and federal authorities.



274. That the following correspondence more accurately reflects the facts for Your Honor,

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 11:28 AM
To: 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
Cc: 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Subject: Bernstein Trust Terminations

Dear Eliot and Candice,

As you are aware, the trusts for Daniel, Jacob and Joshua have depleted over time due to the payment of your household bills. I have spoken with **Mr. Spallina and he has informed me that the household bill payments will not be refunded to the trusts.** We have therefore decided to terminate the trusts due to their de minimus market values.

The enclosed accountings for each trust cover the period of September 20, 2010 (our inception date) through August 26, 2013. We have also enclosed an Asset Detail showing the current market values and a Receipt, Release and Refunding Agreement for each of the accounts for your signatures. Please review all the documents carefully and contact me if you have any questions. Once your review is completed, please sign one copy of the Receipt, Release and Refunding Agreement before a Notary Public and return it to me at the address below. A second copy should be retained for your records.

Please be advised that we will <u>not</u> be paying bills during this transition period. Ted Bernstein has agreed to become the Managing Member of Bernstein Family Realty and all questions regarding the payment of household bills should be directed to him

Please keep in mind that the liquidation of the assets and the distribution of funds to you will generate tax consequences reportable on your 2013 personal income tax returns, which you will be filing next year. Please do not complete your personal income tax returns until you have received the final form K-1 from us.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635



Fax: 973-245-4699
Email: Janet.Craig@opco.com

275. That when ELIOT requested the Oppenheimer operating agreements for the trusts and Bernstein Family Realty LLC to see if this was all legitimate, he was sent documents that were incomplete and a court order that was approved on yet another document that appears improperly notarized, see **EXHIBIT 8 – INCOMPLETE OPPENHEIMER TRUST PAPERS AND BERNSTEIN FAMILY REALTY LLC PAPERS SENT TO ELIOT.**

276. That SPALLINA does in fact tell the Court at the Hearing that "**we** told them to distribute the rest of the money..." and ELIOT asks under what authority is SPALLINA controlling the acts of the fiduciary trustees and managers at Oppenheimer and why is Oppenheimer taking their directions from SPALLINA in regard to trusts and accounts they manage.

277. That now this Court may better understand why SPALLINA tells a stream of perjured lies regarding the Legacy Bank and Oppenheimer trusts and accounts, as the truth would simply prove out ELIOT'S claim that this cessation of funding is instead an extortion mechanism to force ELIOT with but a moments notice, that if he does not participate and go along with their frauds they will turn off monies on three minor children through more fraud and deceit and against the wishes of SIMON and SHIRLEY and defeating in fact their obligations to protect ELIOT and his family in carefully crafted estate planning work SPALLINA was wrongfully trusted by SIMON and SHIRLEY to faithfully execute not desecrate through fraud and felony crimes unraveling their last wishes for ELIOT and his family.

278. That SPALLINA and TED are both involved in the Bernstein Family Realty LLC now through some form of voting that was done with Oppenheimer, again behind the backs of

ELIOT and his family who own the LLC. Fraud appears to be how this is being transacted. Again, incomplete and unsigned documents giving authority to fiduciaries and managers to run the trusts and LLC are sent to ELIOT and with yet another incomplete notary, where the notary fails to identify that the party appeared that day and was either known to or produced ID, on a document that Your Honor appears to have made Orders upon approving Hunt Worth ("WORTH") as a successor trustee at Oppenheimer, in Case No. 502010CP0003128XXXXSB, "Joshua Z. Bernstein Irrevocable Trust dated September 7, 2006" as already exhibit herein in Exhibit 8.

279. That WORTH became a successor to Stanford Bank. Again, these are new and additional reasons for an EMERGENCY HEARING and EMERGENCY ORDERS to rectify these and other documents that all appear part of larger and more complex set of frauds and these new documents may be further an attempted extortion, especially where notary fraud and forgery has been admitted to already in the estate and Fraud on the Court has been identified. To err on the side of caution here is best, as ELIOT cannot state that the improper notarization here is part of the other admitted notary public fraud and forgery that took place but where unsigned trusts and improper notarizations on documents in the minor children's trusts and LLC now exist and the same crew is involved, now adding Oppenheimer and Stanford, it may indicate other fraud and fiduciary violations are occurring in these trusts and the LLC too.

PERJURED STATEMENT # 14 – POST MORTEM SKULLDUGGERY

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6 MR. SPALLINA: Both of their estates say
7 that at the death of the second of us to die,
8 pursuant to Si's exercise over his wife's
9 assets, that all of those assets would go down
10 to ten grandchildren's trust created under
```

their dockets.
Mr. Bernstein was on a call while his
father was alive with his other four siblings
where he had called me and said, Robert, I
think we need to do a phone call with my
children to explain to them that I'm going to
give this to the ten grandchildren.
THE COURT: And that happened?
MR. SPALLINA: And that happened.

280. That SPALLINA fails to tell the truth here in that he claims the estates state "at the death of the second of us to die, pursuant to Si's exercise over his wife's assets, that all of those assets would go down to ten grandchildren's trust created under their docket," yet, nowhere in SHIRLEY'S estate does it state that the ten grandchildren would be beneficiaries pursuant to SIMON'S exercise over his wife's assets and nowhere even in the new language that SIMON allegedly executes with his power of appointment are the ten grandchildren named as beneficiaries and in fact, the language in Shirley prohibits 4 of the grandchildren from being beneficiaries of her assets explicitly defined and stated and thereby making them unqualified beneficiaries despite any change SIMON is alleged to have made.

281. That in the Hearing it was learned that SIMON ALLEGEDLY made changes to the estate of SHIRLEY beneficiaries, once the estate had been FRAUDULENTLY closed using FRAUDULENT documents and the estate was discharged based on a bogus Full Waiver and other documents already described herein and evidenced in the Hearing. Therefore, this Court now needs to look at the documents SIMON used in his estate to effectuate the ALLEGED changes in SHIRLEY'S estate and these documents in SIMON'S estate must be turned over to Your Honor and ELIOT for inspection as well, to check their authenticity and to determine who the true and proper legal beneficiaries in SHIRLEY'S estate and trusts now are going to be.

18 THE COURT: I know the administration is
19 closed. What happened with her estate? Where
20 did that go? Did she have a will?
21 MR. MANCERI: Her assets went into trusts,
22 **and her husband had a power of appointment**
23 **which he exercised in favor of Mr. Bernstein's**
24 **children.**
25 THE COURT: Okay.

282. That the Power of Appointment actually states,

ARTICLE II. SIMON AMENDED TRUST - EXERCISE OF POWER OF APPOINTMENT IN SHIRLEY BERNSTEIN TRUST

Under Subparagraph E. l. of Article ll. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the *"Shirley Trust"),* I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren [emphasis added] and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II. B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II. C. thereunder.

SHIRLEY BERNSTEIN TRUST AGREEMENT

Subparagraph E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,
1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

SHIRLEY BERNSTEIN TRUST AGREEMENT

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "child," "children" and "lineal" descendant" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, **my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me,** [emphasis added] provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

SUPPRESSED AND DENIED SIMON BERNSTEIN ORIGINAL TRUST SO ORIGINAL LANGUAGE IS MISSING

FROM SIMON 2012 AMENDED TRUST

Article II

B. Disposition of Trust Upon My Death. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living **g**randchildren [emphasis added]. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "beneficiary" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. Trusts for Beneficiaries. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or

more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1 /3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:
1. for his or her lineal descendants then living, per stirpes; or
2. if he or she leaves no lineal descendant then living, per stirpes for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.
A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

283. That since Your Honor reopened Shirley's estate and since the most important issue is the construction of SIMON'S exercise of his power to change SHIRLEY'S trust beneficiaries and to which grandchildren he has rights to change to, where in her 2008 Will SHIRLEY limited qualified recipient/beneficiaries while SIMON was alive only to her lineal descendants, where lineal descendants is a defined term excluding and disinheriting TED and P. SIMON and their lineal descendants from beneficiary designation, therefore, your Court is the proper Court to decide the meaning of the term grandchildren in SIMON'S power of appointment and if the power of appointment is valid at all and therefore the beneficiaries remain ELIOT, IANTONI and FRIEDSTEIN or their lineal descendants

alone as stated in the 2008 Will of SHIRLEY, as otherwise, judge French would be interpreting SHIRLEY'S Will while SHIRLEY'S estate is still open and in your Court and not discharged and closed legally yet.

284. The question of whether the validity and more importantly the construction of SIMON'S power of appointment should be before Your Honor or Hon Judge French must be addressed by this Court properly with all the facts, as it was evident that in the Hearing Your Honor heard more half-truths, perjured statements and lies than truth from SPALLINA and MANCERI to base any decision on. Some facts. SHIRLEY was the first to die. In her Will, she created a trust which is commonly known as a Marital Trust and Family Trust. In the Marital Trust, it provides that the assets of the Trust all go to spouse that survives, in this case SIMON, when the estate is discharged and closed, SIMON here the survivor of the two. It goes on in paragraph 2(e)(i) to say that on SIMON'S death, the remaining assets go to SHIRLEY's beneficiaries and then their lineal descendants, excluding and disinheriting TED and P. SIMON and their lineal descendants explicitly.

285. That the Marital Trust also contained a provision, that is typical, that gave SIMON, as the survivor, the right to exercise a power of appointment to name the beneficiaries or alter the recipients of the assets remaining at his death, however in a limited capacity. SIMON may or may not have changed the beneficiaries in his or SHIRLEY'S estate, depending on the Court's ruling on the series of documents that allowed for that, including the documents that allegedly makes the changes, the already suspect 2012 Amended Trust and 2012 Will of SIMON and where all the documents to necessitate any changes appear to have improper notarizations and more, as already evidenced and exhibited herein and in Petition 1.



286. That it is the contention of ELIOT that it is clear that even if SIMON could and did exercise his power of appointment to name beneficiaries, he could only have done so from within the individuals that SHIRLEY permitted, limited and defined as beneficiaries in her Will in paragraph 2(e)(i), and no one else. Thus, SIMON could not include TED, P. SIMON or their children as SHIRLEY'S Will specifically excluded TED, P. SIMON and their children from becoming beneficiaries under the power of appointment and SHIRLEY never changed her Will or the beneficiaries thereunder. So even if SIMON is alleged to have exercised his power of appointment and claimed that the ten grandchildren where beneficiaries he would have not had the power to appoint four of them and it would be revoked by the Court and the only grandchildren it would apply to if the document changes of SIMON survive at all would be the six grandchildren of ELIOT, IANTONI and FRIEDSTEIN.

287. That to answer Your Honor's question at the Hearing if SHIRLEY made changes to the beneficiaries that went unanswered by SPALLINA, where SPALLINA instead answered that SIMON made the changes and did not answer Your Honor's question if SHIRLEY made any changes. That because SHIRLEY never redefined her beneficiaries SIMON therefore could not name Your Honor or MARITZA or John Doe as beneficiaries either as they are not a part of SHIRLEY'S defined qualified beneficiary designations.

288. That at the least, it is a question of the construction of and interpretation of the language of SHIRLEY'S Will to determine the validity or construction of SIMON'S power of appointment exercise, which is why the Marital Trust, Family Trust and these questions appear properly before Your Honor and not Hon. Judge French. That any drafting errors that failed to properly identify the beneficiaries then would be the liability of the draftsman

and the beneficiaries that should have been included would have a tort action against TSPA, SPALLINA and TESCHER to recover any damages.

289. That if these questions went before Hon. Judge French, he would be interpreting SHIRLEY'S Will and not Your Honor, which seems wrong, especially since Your Honor has now reopened SHIRLEY'S estate in the face of admitted and acknowledged fraud and fraud on the court and nothing has been discharged legally yet.

290. That as to Your Question to ELIOT at the Hearing of which assets of the estate pass under SHIRLEY'S Will versus the Marital Trust and other trusts that Your Honor could "freeze" and find relief from for ELIOT, ELIOT could not answer that question to Your Honor at the Hearing and cannot now, because SPALLINA has from the beginning suppressed and denied and refused to provide ELIOT with requested documents, accountings, inventories owed to him as a beneficiary to make any answer denied the information to answer.

291. That the best answer to this question for now would be to assume all assets of the gross estate, including any trusts of SHIRLEY created under the Will should be construed as part of the estate of SHIRLEY until legally discharged with living parties making the discharge and distribution of assets legally this time and distributions to the various trusts and beneficiaries now managed by people with Clean Hands not those already with Unclean Hands who have acted in egregious Bad Faith.

292. That it was learned in the Hearing that the Full Waiver, while allegedly signed and not notarized on April 9, 2012, was improperly and illegally filed in October 24, 2012, a month after SIMON was deceased and that it was not legally binding as SIMON was not present in October 2012 to make that Petition for Discharge Full Waiver valid and the claims thereunder valid and as already evidenced herein the statements therein were

perjured statements under oath both while SIMON was living and post mortem, if SIMON had signed them.

293. That if the Petition to Discharge Full Waiver is therefore legally invalid and part of a fraud on the Court, the estate was never discharged legally and therefore remains not discharged legally and the thus the Marital Trust, Family Trust and any other trusts construed under the Will and all assets of the trusts and estates have then not transferred to SIMON or the estate of SIMON, as they have not been discharged legally yet in this Court.

294. That SIMON died without closing the estate of SHIRLEY legally and discharging the estate legally and this provides a possible motive for the need to make all these alleged beneficiary changes with post mortem created, fraudulent, forged and legally incomplete documents, in efforts to make the alleged post mortem changes to the beneficiaries to include TED and P. SIMON and their children back into the estates by resurrecting SIMON to sign and notarize documents and make changes through a series of fraudulent documents filed in both estates.

295. That SIMON coulda, shoulda, woulda, done these changes or signed this or that document is no longer relevant as SIMON did not and cannot now make changes in SHIRLEY'S estate and trusts and thus all SHIRLEY'S assets of the gross estate, should remain in the estate of SHIRLEY and distributed to her true and proper beneficiaries. That SIMON had agreed to make these changes was based on an agreement that was never fulfilled by either party, as SIMON never made the changes legally and the disputes agreed to end never ended up until his dying day.

296. Where it appears that ELIOT always was and remains now a beneficiary, despite the claims of SPALLINA and MANCERI at the Hearing that ELIOT was not a beneficiary of

the estate and trusts through carefully crafted PERJURED STATEMENTS, which appear confused and a theory that is based on admittedly improper and illegally fraudulent and forged documents and thus another BIG FAT LIE.

CLARIFICATION #6 – AM I OR AM I NOT, THAT IS THE QUESTION AGAIN

19 THE COURT: Go ahead.
20 MR. SPALLINA: **Now, there was a question**
21 **from our client as trustee of his mother's**
22 **trust because he has apprehension as do the**
23 **other siblings as to whether or not**
24 **Mr. Bernstein is the proper trustee for that**
25 **trust.**
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1 THE COURT: **Okay, all right.**

But also stated at the Hearing was the following,

MR. MANCERI: Okay.
7 THE COURT: So her estate assets went into
8 a trust?
9 MR. MANCERI: Correct.
10 THE COURT: And that trust is --
11 MR. MANCERI: **And Ted Bernstein, I**
12 **believe, is the trustee of that trust.**

297. That is TED a trustee or is he believed to be a trustee, SPALLINA and MANCERI must work out with Your Honor, which of them is correct in this statement, where it was learned in the Hearing that neither is true, as no successors were appointed as SIMON died still acting as Personal Representative and Trustee.

298. That several questions pop up on this statement that need clarification, first, who is "our client?" Since SPALLINA speaks from the plural "our" client, we can then assume TESCHER, SPALLINA and TSPA are the "our" in the sentence and TED is the "our client" referred to as having apprehension and others having apprehension with ELIOT

being the proper trustee for that trust discussed that ELIOT refuses to have SPALLINA open for his children due to claims that it is all fraudulent.

299. That how can TSPA, TESCHER and SPALLINA represent TED as their client when they are estate counsel for the estate and in the Hearing they claim they "believe" Ted is Trustee and are not certain and now here claim he is trustee of his mother's trust emphatically and where it was learned no successors to SIMON had been elected and the truth is that TED was not and is not the trustee of the estate or trusts of SHIRLEY? SPALLINA tips off the Court to whom his real client is, TED, whose wishes he is protecting as his "client" and not the estate of SHIRLEY or her last wishes that he was hired to represent.

300. That the estate appeared not to have counsel representing the estate at the Hearing, as MANCERI represents only SPALLINA and TESCHER in their individual capacities as Respondents and cannot represent them both professionally and personally due to conflicts. Also, no one states on the record they represent any of the following parties where some did not even appear at the hearing or exist at that time and yet representations are being made for them by SPALLINA and MANCERI to Your Honor and ELIOT,

i. the estate of SHIRLEY, no representation

ii. the Personal Representative, none existed due to no successor to SIMON being chosen due the fraud on the court where SIMON closed the estate as Personal Representative and Trustee while dead and no successors chosen as learned at the Hearing,

iii. TSPA, TESCHER and SPALLINA as estate counsel, no representation,

iv. the alleged trustee, TED, of SHIRLEY'S estate and trusts, who only represents himself personally in the Hearing and thus he was unrepresented in this capacity,

v. the alleged successor trustee to the trusts of SHIRLEY, TED, who only represents himself personally in the Hearing and thus he was unrepresented in this capacity,

vi. any of the alleged beneficiaries trustees including trustees acting on behalf of the minors involved with alleged interests in the proceedings, not present and not represented.

301. That is SPALLINA correct when he states "our client as trustee of his mother's trust" as fact or is MANCERI correct when assuming based on his belief, not fact, that TED is presumed to be trustee? That already evidenced herein however, is that no successors to SIMON as Personal Representative or Trustee of SHIRLEY'S estate were ever legally made and "technically", due to the fraud on the court none existed at the time of the Hearing when these false claims and perjured statements that TED is successor trustee and trustee for the estate are being made by TED and his new counsel SPALLINA and MANCERI who are representing him while at the same time not claiming to represent him to this Court at the Hearing.

302. That prior to any other hearings or pleadings taking place in these matters, these issues must be addressed first by the Court and ferreted out as to who is representing who and if they are now conflicted or alleged involved in the admitted crimes and alleged crimes and thus unable to represent or be fiduciaries in any capacity any longer due to breaches of fiduciary duties and trust and violations of law.

303. That then the Court should determine who the ultimate true and proper beneficiaries are in the newly reopened estate, the who the new trustees and new Personal Representative will be to replace SIMON who still acts in these capacities even though dead and then it

appears we can have a hearing where everyone is represented by non-conflicted legal counsel and with all parties with interest present and represented properly.

304. That until this Court can determine these matters, all distributions or removal of ANY assets in the estate of SHIRLEY should be returned to this Court and held in trust until the Court can determine all of these matters, including all personal properties removed and distributed and all monies from any transactions that may have occurred fraudulently such as the Condominium sale and contents therein, which remains a part of the Marital Trust under SHIRLEY'S estate under the Will, until it is legally discharged to the proper parties and proper Letters of Administration are granted to those in charge of distributing re-probated assets of the gross estate to the true and proper beneficiaries.

CLARIFICATION #7 – EMERGENCY OR NOT EMERGENCY – THAT IS THE QUESTION

> …Remember, show me that it's a
> legal emergency like I gave the example of it.
> Someone is going to die, be taken out of the
> jurisdiction, someone's wellbeing today is
> going to be -- **you know, they're going to be**
> **without food, they'll be on the street**
> **tomorrow.**

305. That with the threat of imminent foreclosure and a cessation of long established funds that provide **FOOD, CLOTHING, SCHOOL TUITION, ELECTRIC, HOUSING** and more for CANDICE, ELIOT and their three minor children, due to what appears to be an attempt to EXTORT ELIOT to accept tainted money and convert it to the wrong parties and comingle it with other funds or else face these EMERGENCY situations, which all appear reason under Your Honor's own definition to be an Emergency.



306. That already exhibited herein, these funds for expenses of ELIOT, CANDICE and their minor children have ceased as of approximately September 15, 2013 and no funds remain through a series of what appear to be fraudulent transactions and violations of fiduciary responsibilities and more. That since September 15th no expenses have been paid for **FOOD, CLOTHING, SCHOOL TUITION, ELECTRIC, HOUSING** and more and therefore this appears to fit into Your Honor's definition at the Hearing of an EMERGENCY and thus Your Honor needs to clarify that ELIOT'S claim were and remain toady an ever growing EMERGENCY requiring Your prompt attention and rectification.

307. That already defined herein, a series of crimes is alleged to be taking place in the estates of both SIMON and SHIRLEY enabled by the ADMITTED FRAUDULENT and FORGED documents of MORAN and other improper documents exhibited already herein that were approved by Your Honor and Hon. Judge French when submitted as part of further frauds on the courts. These new crimes alleged to be taking place would also constitute an EMERGENCY situation for Your Honor and Judge French, who claim to be reading the motions and petitions filed by ELIOT and can now see there is an EMERGENCY to STOP AND PREVENT further crimes and illegal distributions and had the EMERGENCY to prevent further crimes been recognized in this Court in May 2013 when first reported as an EMERGENCY, several new crimes would have been prevented and further damages and injury to the victims could have also been prevented.

CLARIFICATION #8 – WHOSE RESPONSIBILITY TO FEED THE KIDS?

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17 THE COURT: Can you pay an electric bill?
18 MR. ELIOT BERNSTEIN: No.
19 THE COURT: Why not?
20 MR. ELIOT BERNSTEIN: I don't have any
21 employment.
22 THE COURT: Why not? If there's an
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23 emergency and you're not eating and you have
24 children --
25 MR. ELIOT BERNSTEIN: It's very
00018
1 complicated, but --

308. That the Court appears to shift the responsibility of paying the home and children bills to ELIOT paying them, when the estate plans set up by SIMON and SHIRLEY take special precautions and sophisticated planning steps to provide these monies for the living expenses for ELIOT, CANDICE and their children, as if ELIOT was a disabled child in effect.

309. That these elaborate protections are due to special circumstances already described herein and Petition 1, that prevent ELIOT from gaining traditional employment to pay these bills and costs and so his parents' estate plans took care of that for his entire family. ELIOT'S income in fact, is part of the arrangement that pays ELIOT an annual $100,000.00 to cover these expenses via an agreement that has been honored for years and up until August 28, 2012 when SPALLINA changed everything and decided to shut these funds off and starve and attempt to evict ELIOT, CANDICE and their three minor children through a series of dubious and extortionary unlawful acts. Therefore, it should be clarified for the record that although ELIOT works night and day, averaging 20 hours a day as if in a War but does not get paid other than through the estate funds set aside until distributions are made (to the proper parties) or ELIOT is successful in monetizing his Intellectual Properties, that it is not ELIOT'S job to get a job to pay these expenses, it is this Court's job to make sure the beneficiaries are not getting extorted through a series of fraud on and in this Court and prevent ELIOT from being extorted to participate in these frauds or else have estate counsel intentionally and with scienter deprive them of funds to starve and evict them, opposite the desires and intents of his clients SIMON and SHIRLEY, not his client TED.

310. That the whole argument of the Court's regarding ELIOT and his ability to get a job, in light of the RICO related crimes alleged against him and his family, that SIMON and SHIRLEY had prepared for in the estate plans to mitigate, is wholly irrelevant to feeding ELIOT's children and should be clarified and corrected for the record of who is responsible for providing these funds and who exactly is responsible for those funds not getting timely to the proper people and putting their lives in grave danger.

CLARIFICATION #9 – YOU SHOULD HAVE THE RIGHT TO REMAIN SILENT

> MR. MANCERI: Okay.
> THE COURT: **All right, so stop, that's enough to give you Miranda warnings.**

311. That ELIOT asks Your Honor, if enough evidence was before the Court at that moment to issue Miranda Warnings, why did the Court not issue them at the moment and instead let the those who should have been arrested walk out the Court retaining all their professional and fiduciary powers in the estate. How can this Court continue to accept pleadings and move on those pleadings from lawyers and fiduciaries that have committed crimes and perjure themselves before Your Honor, when the crimes admitted to before the Court were felony crimes that should have led them instantly to be removed, sanctioned and reported to the proper authorities and protective measures instituted for ELIOT and his family. That ELIOT asks if this was a mistake and if so should all counsel and fiduciaries involved be instantly removed by Your Honor in light of these crimes and new counsel and fiduciaries be sought to replace the others before proceeding further?

312. That ELIOT asks Your Honor to clarify if after having enough evidence to issue Miranda Warnings did Your Honor contact all appropriate State and Federal law enforcement

officials of Your Honor's findings and notify the Florida State Bar Association of these crimes committed by Officers of Your Court? Maintaining the Integrity of the Court is a Judicial Cannon that must be adhered to for ALL parties, including lawyers who break the law, one cannot protect and shield them and allow them to continue unfettered.

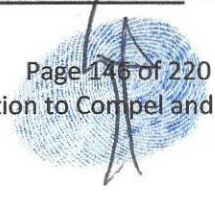
CLARIFICATION #10 – MISSING DOCUMENTS

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1 THE COURT: And when those documents are
2 filed with the clerk eventually in November
3 they're filed and one of the documents says, I,
4 Simon, in the present.
5 MR. MANCERI: Of Ms. Moran.
6 THE COURT: No, not physically present, I
7 Simon, I would read this in November Simon
8 saying I waive -- I ask that I not have to have
9 an accounting and I want to discharge, that
Page 18
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10 request is being made in November.
11 MR. MANCERI: Okay.
12 THE COURT: He's dead.
13 MR. MANCERI: I agree, your Honor.
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313. That Your Honor is referring to documents that You possessed in the Court file, dated in November 2012 and where ELIOT only has an un-notarized Petition for Discharge done in October 2012 and where it does not appear on the public docket either. ELIOT requests this Court clarify what documents were viewed in the Hearing by Your Honor and if they are part of the Court file and not the public record under the docket and ELIOT hereby requests the documents referenced by the Court and any other documents not in the public docket but in the Court file for analysis and review.

CLARIFICATION #11 – AN UNSOLVED MYSTERY

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15 MR. MANCERI: Robert, do you know who
16 filed that document in your office?
17 MR. SPALLINA: I would assume Kimberly
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18 did.

314. That the Court needs to force estate counsel to clarify whom in their office filed the document as it seems suspect that SPALLINA has talked with MORAN about the crimes and yet feigns he did not ask her who filed the documents and thus did not know factually who did, again this appears more a lie to cover the truth up in a presumption that blames their sacrificial lamb MORAN.

CLARIFICATION #12 – EMERGENCY! CALL IN THE GUARDS

23 THE COURT: And what you said was there's
24 an emergency in May, you want to freeze the
25 estate assets appointing you PR, investigate
00034
1 the fraud documents, and do a whole host of
2 other things, and the estate had been closed.
3 The reason why it was denied among other
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4 things, one, it may not have been an emergency,
5 but, two, the case was not reopened. There's
6 no reopen order.
7 MR. ELIOT BERNSTEIN: I paid $50 to
8 someone.
9 THE COURT: You may have paid to file what
10 you filed, but there's no order reopening the
11 estate.
12 MR. ELIOT BERNSTEIN: Okay, that's my
13 mistake.14 THE COURT: It's closed, the PR is

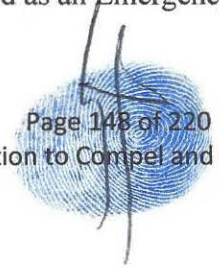
15 discharged, they all went home.
16 MR. ELIOT BERNSTEIN: And I filed to
17 reopen because we discovered the fraudulent
18 documents.
19 THE COURT: **But then you still had to ask**
20 **to reopen --**

315. That it is clear that Your Honor in May 2012 reviewed the "Motion to Freeze…" and knew of fraudulent documents showing that a dead person was notarizing documents in the

estate existed, documents that Your Honor had rubberstamped and that were being used to effectuate a series of serious felony acts alleged in Petition 1. That it must have been in err that the Court did not think at that time that such allegations with documented evidence of the fraud and forgery was an "Emergency" and due to this err in decision, many crimes have henceforth been alleged to have been committed, which could have been prevented if the matters were considered an "Emergency" back then. That to prevent further crimes from being committed now with documents approved by Your Honor that are now admitted fraudulent and forged, well this would be an "Emergency" worthy of Your Honor taking immediate actions and instantly stop the crimes and criminals from further damaging the victims.

316. That to clarify the record, ELIOT did file to reopen the estate in the Petition 1 and request EMERGENCY relief for all those reasons cited by Your Honor and more. Yet Your Honor ignored all those requests and reliefs sought in Petition 1 and simply denied it as an Emergency and then never ruled on any of the reliefs sought or claims made and made no parties reply to the Petition 1, even after ELIOT later motioned the Court to force all parties to respond to all prior petitions and motions and again this plea went ignored for months on end, all the while crimes against the beneficiaries were happening daily and continue today from this delay to action. This would be analogous to your wife waking you in the middle of the night screaming **EMERGENCY THE HOUSE IS ON FIRE** and you rolling over and asking, are the kids on fire yet, her responding no and your rolling back to sleep.

317. That it was not until Petition 7, which now appears wholly denied by Your Honor in a recent order, instead of just denied as an Emergency as indicated in the Hearing, which



decision also appears to be in error as the situation now at hand appears an even greater Emergency under several qualifying grounds Your Honor stated at the hearing and yet Your Honor dismisses Petition 7, again wrongly claiming it is not involving an Emergency and thus has failed to rule on the merits of the rest of the motion and requested relief. The kids now are on fire.

318. That ELIOT demands to prevent further crimes from occurring from a lackadaisical approach to an "Emergency" and denying motions without ruling on them in entirety and allowing further crimes to be committed by those who have admitted to felony crimes in the fraudulent and forged waivers and fraud upon this Court, seems almost to aid and abet and facilitate further crimes against the victims and pardon of the perpetrators to commit more crimes.

CLARIFICATION #13 – CLOSED OR OPEN?

MR. MANCERI: Correct.
THE COURT: Simon dies. So what happened with Shirley's estate?
MR. MANCERI: **Shirley's estate is closed, as you said.**
THE COURT: I know the administration is closed. What happened with her estate? Where did that go? Did she have a will?
MR. MANCERI: Her assets went into trusts, and her husband had a power of appointment which he exercised in favor of Mr. Bernstein's children.

319. That the Court must correct the record to reflect that the estate did not LEGALLY close as MANCERI forgets to state that, as it was closed by a dead SIMON who did not close it legally. ELIOT therefore claims that if the estate was not closed or discharged properly, the assets should be instantly returned to this Court until the newly opened estate can be

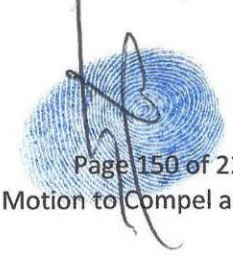
reprobated and discharge the assets legally and properly under the Marital Trust, Family Trust and to all the true and proper beneficiaries when they are determined.

320. That since it appears the assets were discharged as part of a Fraud on the Court and more, ALL assets and trusts created under the Will of SHIRLEY should be returned to this Court, including anything improperly discharged to SIMON and in Hon. Judge French's Court and then after this Court discharges them legally to the proper parties, SIMON can exercise his power of appointment if he wants to change the beneficiaries.

321. That the only beneficiaries that SIMON could have designated through his power of appointment were those defined as beneficiaries in SHIRLEY'S Will and Trust, which excludes TED and P. SIMON and their lineal descendants, as already evidenced and exhibited herein and thus SIMON could not have changed SHIRLEY'S beneficiaries as MANCERI and SPALLINA claim and SHIRLEY never changed them, so this Court must now determine WHO THE TRUE AND PROPER BENEFICIARIES OF SHIRLEY'S ESTATE and TRUST are based on the factual information. ELIOT has petitioned the Court several times since May 2012 to make this determination under FLORIDA LAW but now it is imperative and urgent to prevent damages to ELIOT, CANDICE and their minor children from further life threatening EMERGENCIES in part facilitated by the unintentional actions of this Court and the intentional acts of Officers of this Court.

CLARIFICATION #15 – MY HOW TIME FLIES EVEN AFTER ONE IS DEAD

15 THE COURT: All right. So then -- so
16 Simon really wasn't alive long when he died as
17 trustee?
18 MR. MANCERI: Not terribly long.



322. That the period of time SIMON was trustee and personal representative is from shortly after SHIRLEY'S death on December 08, 2010 and SIMON'S death on September 13, 2012 and BEYOND. Beyond, in that SIMON was still executing documents according to Your Honor, in the Court as late as January 2013, as learned in the Hearing and as of this date no successors have been issued Letters. Therefore, the time while alive that SIMON was Personal Representative and Trustee is approximately 21 months and the time while dead is 25 months total that SIMON was trustee of the estate of SHIRLEY.

CLARIFICATION #16 – WORD CORRECTION IN HEARING TRANSCRIPT

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17 THE COURT: That's not what happened with
18 your father's estate?
19 MR. ELIOT BERNSTEIN: No.
20 THE COURT: That's not what the rule says
21 to do?
22 MR. ELIOT BERNSTEIN: No.
23 THE COURT: What does the rule say to do?
24 MR. ELIOT BERNSTEIN: The rule is not
25 properly notarized. He didn't appear --
00039
1 THE COURT: What did the will say that The
2 Court used?
3 MR. ELIOT BERNSTEIN: The Court filed a
4 will and amended trust, both improperly
5 notarized.
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323. That on line 20, 23, 24, the transcript appears to misinterpret the word "will" for the word "rule."

CLARIFICATION #17 – TO DRAFT OR NOT TO DRAFT, THAT IS THE QUESTION

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23 the way Eliot described that there was some
24 deal that had been in effect with Shirley and
25 Simon while they were alive that kept on going
00041
1 after Shirley died to help support his
2 children.
3 MR. MANCERI: That I can't comment on
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4 personally, your Honor, because I never met
5 either one of them.
6 THE COURT: Do you know anything about
Page 23
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7 that?
8 MR. MANCERI: He was the draftsman. His
9 firm was the draftsman.
10 THE COURT: So did Shirley and --
11 MR. ELIOT BERNSTEIN: They didn't draft --

324. That ELIOT has exhibit in Petition 1 the Advanced Inheritance Agreement between he and his parents and TSPA, TESCHER and SPALLINA were not the draftsmen or executors of the document.

CLARIFICATION #18 – OOPS, JUST PROVED THE OTHER GUYS POINT

1 THE COURT: Okay, all right.
2 MR. SPALLINA: We had discussions about
3 possibly making **emergency** distributions to
pay
4 the expenses, but not necessarily --

325. That the Court can see here that SPALLINA knows that there is an "EMERGENCY" and that he can control the funds to create or cease the EMERGENCY and thus he is the cause of such EMERGENCIES. Then the question becomes what "necessarily" means. Necessarily as defined in Petition 7 is the funds will only be available if ELIOT cooperates with fraud and conversion under their terms and stops reporting their crimes to the proper authorities.

326. That who is the "we" in the sentence that "we had discussions" so ELIOT and this Court may know all the players in the extortion attempt and this demands complete transparency so that the Court and we all, will know who the extortionists and culprits are. **THIS STATEMENT BY SPALLINA PROVES ELIOT'S CLAIM TO THIS COURT**

THAT THERE IS AN EMERGENCY. It is interesting to note that MANCERI and SPALLINA attempt to argue there is no emergency in the Hearing before Your Honor, again they cannot make up their minds on what story to tell to cover up their crimes.

CLARIFICATION #19 – HOW CAN I HELP?

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11 Eliot, on your side you have an emergency
12 motion to freeze assets of the estate, so I
13 would say to you with a closed estate where the
14 PR, Simon, has been already discharged, and a
15 petition for discharge approved, what assets
16 are there in a closed estate where the estate
17 assets have already been distributed that I can
18 now in your motion freeze?
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327. That since the Court closed and discharged the estate and distributed assets based on a series of fraudulent and forged documents using SIMON as if alive while dead to so achieve this fraud on the court and beneficiaries, the assets should be recalled to the newly opened estate from any trusts and estate distributions and then distributed properly after proper discharge papers are filed by an alive personal representative and this Court legally this time closes the estate. In the interim, after demanding ALL assets returned to the estate and held by this Court and then freeze the assets in the estate and trusts and only make interim distributions and family allowance to ELIOT for the emergency his family faces, until the Court can determine the true and proper beneficiaries.

CLARIFICATION #20 – TO BE A BENEFICIARY OR NOT TO BE A BENEFICIARY, THAT AGAIN IS THE QUESTION

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10 MR. ELIOT BERNSTEIN: I was a beneficiary,
11 unlike they said, me, my brother was cut out of
12 my mother's estate and my older sister.
13 THE COURT: They said you were a
14 beneficiary of personal property.
15 MR. ELIOT BERNSTEIN: No, I was the third
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16 beneficiary to the entire estate.
17 THE COURT: All right, I don't know.
18 MR. SPALLINA: At one point he was.
19 MR. MANCERI: Early on, your Honor.
20 THE COURT: But on the will that was
21 probated?
22 MR. MANCERI: No.
23 THE COURT: Okay, so maybe you don't know
24 then, your mother changed her will, they say.
25 MR. ELIOT BERNSTEIN: Did my mother change
00054
1 her will?
2 MR. SPALLINA: You know that your father
3 did.
4 MR. ELIOT BERNSTEIN: No, he asked if my
5 mother did.
6 MR. SPALLINA: Oh, yes.

328. That ELIOT asks this Court to clarify if he is a beneficiary immediately and set the record straight on this issue. MANCERI perjures himself in lies here as well, as the Will that was probated absolutely has ELIOT as a beneficiary and not his children and his mother NEVER changed a thing. Then SPALLINA lies and states that ELIOT'S mother changed her Will and where the Court record reflects no such changes by SHIRLEY while she was living, not sure what she signed while dead but ELIOT awaits the estate documents to review.

329. That as already discussed, SIMON could have only made changes in distribution of assets amongst SHIRLEY'S beneficiaries as provided in his power of appointment and thus ELIOT, IANTONI and FRIEDSTEIN and their children are the only beneficiaries, TED and P. SIMON and their children are wholly disinherited and thus barred from being elected even if SIMON changed it, which he apparently never did while alive.

(III) MOTION FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION

330. That in the Hearing Your Honor requested that ELIOT prepare a list of reliefs for an evidentiary hearing but instead ELIOT has inserted them in this pleading in the Prayer for Relief, as the reasons are once again **EMERGENCIES THAT CANNOT WAIT WITHOUT FURTHER DAMAGE TO MINOR BENEFICIARIES IN THE CUSTODY AND CARE OF THIS COURT** that will soon leave (in the next few days, see attached Exhibit 5 spreadsheet and bills for details of exactly when) ELIOT, CANDICE and their THREE MINOR CHILDREN without FOOD, ELECTRICITY, A HOME, THEIR CHILDREN OUT OF SCHOOL and PENNILESS, due to the FRAUD occurring in the estates of SHIRLEY and SIMON and the FRAUD ON and IN this COURT. Due to the failure to pay reimbursements to ELIOT and CANDICE for expenses they paid for the children that have not been reimbursed, monies for food and daily living have already been ceased and without some help from friends the children would be hungry.

331. That currently $32,966.59 of bills remain unpaid for now almost two months in some cases and $5,966.20 of that is reimbursements due that would normally be paid for groceries, gas, etc. that ELIOT and CANDICE pay.

332. That Petition 7 made claims that ELIOT was being EXTORTED to either participate in what he knows are fraudulent transactions and where their already is admitted fraud and forgery and gross violations of fiduciaries and the monies from these illegal transactions are being converted to the wrong parties, against the last wishes and desires and legally

binding estate plans of SIMON and SHIRLEY and with Your Honor discovering that FRAUD ON THE COURT and FRAUD ON THE BENEFICIARIES has occurred, well the EXTORTION ATTEMPT HAS NOT CEASED AND IN FACT GROWN WORSE MAKING IT MORE OF AN EMERGENCY today and for the last three weeks since the Hearing and therefore if the relief sought is not granted by this Court, take this Motion as a call for another EMERGENCY HEARING and this time please advise all parties to bring their checkbooks.

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17 THE COURT: And, Mr. Bernstein, whatever
18 you want relief-wise to happen with respect to
19 Shirley's estate, not Shirley's trust, but
20 Shirley's estate, you could have a hearing on
21 that. I'll combine everyone who has an
22 interest in getting some relief.
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333. That crimes ELIOT did not know of until Your Honor exposed them at the Hearing and they were admitted to in the Hearing, including but not limited to, crimes COMMITTED ON THE COURT and the fact that Your Honor threatened Miranda Warnings has made CANDICE fear that these folks may cause harm upon our family and our three boys, as desperate men do desperate things and ELIOT agrees with CANDICE that this is also cause for Emergency reliefs, as obviously they are now ever more angry that ELIOT and CANDICE have uncovered their crimes and exposed them.

334. That with allegations out of the gate by TED and others that SIMON was murdered, this Court must consider WHY these admitted crimes were really committed and the premeditation and planning these crimes took and the effort to further cover them up through a series of perjured statements to this Court, is reason to consider the EMERGENCY MOTION again and provide IMMEDIATE EMERGENCY RELIEF TO



THE BENEFICIARIES as Your Honor has left the beneficiaries at the hands of those whom you should have given their Miranda Warnings and already hauled them off for trial on FELONY CRIMES AGAINST THE COURT and FRAUD ON THE BENEFICIARIES and more.

335. That Your Honor should consider granting the immediate relief requested Petitions 1-7 and herein to protect the family of ELIOT from now both threatened and actual financial and perceived by CANDICE, physical harms. As it appears that while you should have arrested them in Your Court for the Fraud perpetrated on the Court alone and the crimes committed against the beneficiaries and Your Honor instead chose to let them walk out the Court free men, in control of the estate still, despite the crimes committed and admitted to. Well they very well could know the end is near if they do not take desperate measures to stop the inevitable prison sentence if they have their Miranda's read and this poses very serious risk to ELIOT and CANDICE and their children's safety every day they are not prosecuted for their crimes and control the fate of ELIOT and CANDICE and their three minor children.

336. That Your Honor after seeing and hearing enough evidence to know that a fraud was committed on the Court and issue a threatened but not executed upon Miranda Warning let them out of the Court, allowing them to continue to operate as Officers of the Court and move this Court on behalf of themselves and others, including others they do not represent, which truly is beyond belief and comprehension and this Court's inactions appear to cause more damages to the victims.

337. That further they are allowed to contact ELIOT and want to meet with ELIOT and make pleadings with the Court and propose settlements that Your Honor urges between them and

ELIOT, and all while acting in massive conflict and while under investigations and having already admitted to criminal acts.

338. That as ELIOT emphatically stated in Court at the Hearing, ELIOT did not want to meet nor associate with such strange criminal bedfellows and participate in fraud under any circumstances, when asked to meet with them by Your Honor at the Hearing. However, ELIOT would look forward to meeting with new independent non conflicted and not centrally involved, counsel, personal representatives, trustees, etc. and Your Honor should force them to retain counsel in each capacity and no longer let them plead or move the Court for the crimes they have already acknowledged and admitted to, that have already caused MASSIVE DAMAGES to the beneficiaries.

10 MR. ELIOT BERNSTEIN: I didn't say that.
11 THE COURT: I'm not in charge of feeding
12 your children or paying your electric bills,
13 you are. You have to do what a parent does to
14 take care of their children. It doesn't sound
15 like you're doing everything that you can, but
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16 that's technically not before me.
17 But in the meantime not knowing a whole
18 lot about this case, it's my first time I'm
19 really having this type of dialogue. I heard
20 some voice that said there's cash to feed your
21 children that could become readily in your
22 pocket or in someone's pocket to pay bills that
23 could help your children. I heard that. They
24 say the stumbling block to your children
25 getting the benefit of that money is you. I
00063
1 don't know whether that's true or not, but if
2 you want your children to imminently get money
3 and they have imminent money to give your
4 children, maybe you want to sit with Ted and
5 that other side and see if there's some money
6 that could come to your children.
7 MR. ELIOT BERNSTEIN: **Excuse me.**
8 THE COURT: Sure.



9 MR. ELIOT BERNSTEIN: **That's like asking**
10 **me to participate in what I allege is a fraud.**

339. That the Court errs also in the quote above from the Hearing in that it really is more this Court's job, the alleged Trustees of the children's trusts, the managers of the LLC and estate counsel to feed ELIOT, CANDICE and their THREE MINOR CHILDREN at the moment. The funds to feed them and provide for their futures were set up just fine in the estate plans, up until a lot of bogus documents and fraud in the estates of both SIMON and SHIRLEY took place under the watch of this Court. Funds were to be set aside in trusts for ELIOT and his children immediately after SIMON and SHIRLEY'S death, some were funded prior to their deaths, all established by SIMON and SHIRLEY as stated in the last, known at this time, valid and binding and legally and properly documented Wills and Trusts they signed together in 2008, while alive.

340. That SIMON and SHIRLEY'S intentions were clear that the estate was to provide funds for ELIOT and his families living expenses, as they have been for a year since SIMON had passed and these funds are now intentionally being interfered with by estate counsel in attempt to EXTORT ELIOT to take tainted money and go along with the fraud or else suffer complete and overnight loss of funding of his family in opposite of SIMON and SHIRLEY'S intent.

341. That the alleged changes to the beneficiaries and conversion of the monies to the wrong parties through fraud and forgery and more was not the intent of SIMON and SHIRLEY and SIMON never executed the changes to the estate and changed the beneficiaries legally or closed the estate while alive legally, as others helped him after his passing, in both estates to change the beneficiaries to suit themselves and loot and rob the estates, wholly

disregarding and usurping the last wishes of SIMON and SHIRLEY and attempting to destroy ELIOT before he could expose them further.

342. That SIMON and SHIRLEY'S wishes were that the money would flow seamlessly and without interruption to ELIOT in trusts and his children in other trusts and provide for them solidly in both income for their work to protect the Intellectual Properties and funds to pay all necessary living, school and other personal expenses, for the rest of their lives with prudent management of the funds.

343. That as Your Honor learned in the Hearing this had been set and was being paid prior to SIMON and SHIRLEY'S passing for six years and were paid for over a year after SIMON passed, until on August 28, 2013, when suddenly and without warning, in yet another apparent fraud with massive fiduciary violations by SPALLINA et al. these monies were ceased through another con job by SPALLINA. This time SPALLINA now involved OPPENHEIMER, all more fully described in Petition 7, in an attempt to force ELIOT to participate in the fraud and shut up about it or else these living expenses and agreed monies to fund his family would cease and they have, as ELIOT will not participate in fraud and more.

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22 THE COURT: Now, tell me the best you can
23 the way Eliot described that there was some
24 deal that had been in effect with Shirley and
25 Simon while they were alive that kept on going
00041
1 after Shirley died to help support his
2 children.
3 MR. MANCERI: That I can't comment on
4 personally, your Honor, because I never met
5 either one of them.
6 THE COURT: Do you know anything about
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7 that?
8 MR. MANCERI: He was the draftsman. His
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firm was the draftsman.
THE COURT: So did Shirley and --
MR. ELIOT BERNSTEIN: They didn't draft --
THE COURT: Stop. Next time you speak out of turn you will be held in contempt of court.
MR. ELIOT BERNSTEIN: Sorry.
THE COURT: Why get yourself in trouble? You're being rude.
MR. ELIOT BERNSTEIN: Sorry.
THE COURT: So is it true that when they were alive they were helping to support Eliot's family?
MR. SPALLINA: To the best of my knowledge, yes, sir.
THE COURT: So after Shirley died, did that continue?
MR. SPALLINA: Yes, I assume so, that Si

00042

was paying bills.
THE COURT: And when he died in September of last year, what happened, if anything?
MR. SPALLINA: There was an account that we set up in the name of Bernstein Family Reality. That was owned by three old trusts not that we created, but were created by Mr. Bernstein in 2006 that owned the house that the family lives in, so there was an LLC that was set up, Bernstein Family Realty, LLC, there's the three children's trust that own the membership interest in that, and there was a bank account at Legacy Bank that had a small amount of money that Si's assistant Rachel had been paying the bills out of on behalf of the trusts.
When Mr. Bernstein died, Oppenheimer, as trustee of the three trusts and in control of the operations of that entity, assigned themselves as manager, had the account moved from Legacy to Oppenheimer, and continued to pay the bills they could with the small amount of money that was in the Legacy account.
At this time, the Legacy account was terminated because there were no funds left,

00043

they started using the funds inside the three trusts at Oppenheimer to pay for health, education, maintenance and support --
THE COURT: Of the grandchildren?

MR. SPALLINA: Of the grandchildren. And it was probably at the time that Mr. Bernstein died about $80,000 in each of those trusts last September.
THE COURT: Okay, so then what happened?
MR. SPALLINA: So over the course of the last year -- the kids go to private school, that's an expensive bill that they pay, think it's approximately $65,000. There were other expenses throughout the year. The trust assets as of this week I spoke to Janet Craig, have depleted down collectively across the three trusts for about $25,000.
THE COURT: Total left?
MR. SPALLINA: Total left in the three trusts.
THE COURT: Any other trusts?
MR. SPALLINA: Again, this is not part of the estate right now, so let's leave the estate of Shirley and Si completely separate. Just trying to get to the issue that Mr. Bernstein

00044

spoke about first.
THE COURT: Right.
MR. ELIOT BERNSTEIN: Oppenheimer called me and said that the trusts are coming to the end of their useful life, it doesn't pay to administer them anymore. They're going to make final distribution to Mr. Bernstein and his wife as the guardians of their children. They sent out standard waivers and releases for him to sign in exchange for the remaining money that was there. There was a disagreement that ensued and I have the e-mail correspondence between Eliot and Janet Craig at Oppenheimer that this is extortion and that Mr. Spallina and you have devised a plan not to give us the rest of the money. That's not the case at all. In fact, we told them to distribute the rest of the money, there's been $12,000 in bills submitted to them that they are either paying today or on Monday, and the $14,000 or some-odd dollars that would be left

are in securities that they have to liquidate, supposedly they would have good funds today, but there was some threats of litigation and so they said that it might be prudent to hold onto

00045

this. There's also some expenses outstanding
on accounting fees and tax preparation fees.
THE COURT: Let me ask you this, what's
the other part of the estate planning that
Shirley or Simon had, another trust?
MR. SPALLINA: Both of their estates say
that at the death of the second of us to die,
pursuant to Si's exercise over his wife's
assets, that all of those assets would go down
to ten grandchildren's trust created under
their dockets.
Mr. Bernstein was on a call while his
father was alive with his other four siblings
where he had called me and said, Robert, I
think we need to do a phone call with my
children to explain to them that I'm going to
give this to the ten grandchildren.
THE COURT: And that happened?
MR. SPALLINA: And that happened.
THE COURT: So right now the status,
there's a trust that deals with that, or more
than one trust.
MR. SPALLINA: There's both Si's estates
and Shirley's estates basically say after and
again there is some litigation.
00046
THE COURT: And that's different than this
$14,000 --
MR. SPALLINA: Yeah, those are three
trusts that were just designed to hold.

344. That one of the biggest errors in the Hearing record is that ELIOT was somehow at fault for failing to provide for his family, when elaborate estate plans were in place to protect both ELIOT and CANDICE and their children after the death of SIMON and SHIRLEY and to insure ELIOT or CANDICE would not need to get jobs to provide for their children due to special circumstances that prevent them from having normal lives.

345. That there are reasons, more fully defined in Petition 1, that have virtually disabled ELIOT and CANDICE from retaining jobs and where their jobs have primarily been attempting to save their own and their children's lives, from death threats, a car bombing and more. One of the most stressful parts of their jobs include each morning when they start their vehicle

to take their children to school and praying that they are not all blown to smithereens. Further, that ELIOT and CANDICE have been continuously harassed by defendants in ELIOT'S RICO and ANTITRUST lawsuit in efforts to destroy them prior to them achieving justice and prosecuting them.

346. That as noted to the Court in Petition 1, it has recently been learned from news stories that after ELIOT had testified to New York Senate Judiciary Committee Chairman and leader of the New York democratic party, Hon. Senator John L. Sampson, regarding the corruption inside courts and prosecutorial agencies, Senator Sampson was then "threatened" and then took "bribes" to cover up the corruptions.

347. That as noted to the Court in Petition 1 and at the Hearing at this Court, information was recently released in the news that showed that the Plaintiff, Christine C. Anderson, Esq. ("ANDERSON") in a legally related whistleblower lawsuit by Federal Judge Hon. Shira A. Scheindlin ("SCHEINDLIN") to ELIOT'S RICO, had been illegally monitored through MISUSE OF JOINT TERRORISM TASK FUNDS AND RESOURCES, to OBSTRUCT JUSTICE in her lawsuit and the legally related cases to her lawsuit. That ANDERSON'S and others rights were further violated through invasions of Privacy through violations of the Patriot Act, 24/7 video surveillance, home break ins, phone, mail and email interceptions and more, all in efforts to derail their lawsuits and deny them due process and procedure through Obstruction of Justice. That these acts were done by members of the New York Attorney at Law Disciplinary departments and other Senior Ranking New York Supreme Court members and senior ranking Public Officials.

348. That it was noted to this Court in Petition 1 that information recently published in the news indicated that Judges were illegally wiretapped, in their chambers, dressing rooms and

homes, in efforts to OBSTRUCT JUSTICE in lawsuits that targeted them as defendants and again these crimes were committed allegedly by Senior Ranking Public Officials and Officers of the Courts and members of the Attorney at Law disciplinary departments. Corruption gone mad at the highest outposts of law and order.

349. That it should be noted that ELIOT'S Intellectual Properties invented at his last employment 12 years ago, changed the world in profound ways and until these criminal acts against ELIOT to steal the Intellectual Properties valued in the TRILLIONS by his retained patent counsel, mainly Proskauer Rose, LLP ("PROSKAUER") and Foley & Lardner LLP ("FOLEY") and others, in order to deny ELIOT due process to recover his Intellectual Properties and disable his ability to prosecute the Attorneys at Law and Judges and others involved in the crimes, through FELONY OBSTRUCTIONS and criminal tactics, ELIOT and his family were on the way to becoming billionaires. That the tactics used to obstruct, include a massive attack on ELIOT and CANDICE, including a car bombing and death threats and more, and attacks on their families and friends and even attacks on Anderson and good judges and prosecutors trying to right the wrongs.

350. That bogus tax liens and credit problems were dumped on ELIOT and CANDICE overnight and they were threatened with death threats that forced them to flee their homes several times and so scarred them to distance themselves from friends and family and employers, in fear that anyone who helped them would become targets. So ELIOT has been working twenty hour days, through holidays and weekends, barely able to turn his back to love his wife and children, for now over a decade, immersed in a war that he did not start, nor can he end legally as the rules have wholly been desecrated against him as he fights every day for his and his families lives, talk about a monumental job.

351. That while this may not appear a job to Your Honor, it is a full time job that starts each morning with taking the kids to school and wandering if the car will blow up and they will be burned to smithereens, a far more stressful job than Your Honor's and the day has barely begun for ELIOT and CANDICE.

352. That for these reasons, SIMON and SHIRLEY set aside funds to allow ELIOT and CANDICE to pursue their Intellectual Properties work, the family jewels, unobstructed with the need for other jobs they knew they could not secure and to allow them to work every day to protect their children from those preying upon them and break through the walls of obstruction.

353. That SIMON and SHIRLEY set this up because they too had an interest in the Intellectual Properties as SIMON was a 30% owner of the Iviewit companies and rights in the Intellectual Properties. That this 30% of stock and interest in the IP is part of the estates of SIMON and SHIRLEY that he wanted his whole family to share in, as ELIOT fully defined in Petition 1 when he first asked SPALLINA what the status of the Iviewit companies stock was in the estate.

354. That ELIOT being Pro Se litigant in these legal battles against major law firms, politicians and industry, can also be construed as a full time job and uncovering the crimes is yet another full time job, all necessary to insure the safety and future of his children and why SIMON and SHIRLEY took these steps to ensure their safety by providing for them in the estates and providing CANDICE and ELIOT's incomes, all which is now being thwarted through the crimes committed in the estates of both SIMON and SHIRLEY.

355. That Your Honor should do his job and ensure the sanctity of his Court from Frauds upon the Court and protect the true and proper beneficiaries from illegal acts of the estate

counsel and fiduciaries. Where it appears that despite now having knowledge that Fraud and Fraud upon the Court has occurred by those entrusted with the estates, Your Honor let them walk out the door and continue their abuse of ELIOT and CANDICE and their children as if it was somehow OK by the Court to acknowledge these crimes and still let estate counsel represent these matters and manage the estate with fiduciaries that have been acting without proper Letters and fraudulent and forged documents and punishing the victims further by letting the estate be further looted each day they retain dominion and control over the estate. Enough is enough, Your Honor has the proof and admissions of crimes and yet continues to allow them to continue to act as Officers of the Court and as Fiduciaries of the estate and it is time that they are sanctioned and tried for these crimes and removed from these matters, other than as defendants for the crimes they have committed.

CONTINUED EXTORTION OF ELIOT, CANDICE AND THEIR THREE MINOR CHILDREN

356. That these are the same people, TSPA, TESCHER, SPALLINA and TED who are left in charge of ELIOT'S family finances and paying the bills and who have already threatened to turn them off these life sustaining resources and evict ELIOT and his family to the street if they retained attorneys to review their schemes and frauds and if ELIOT did not participate in fraudulent activities and convert monies from the true and proper beneficiaries and they walk free of their crimes, trying to pin one crime on MORAN and hope the rest are somehow ignored by this Court and criminal authorities. This err by the Court of leaving them in charge of the estates, as counsel and fiduciaries and in charge of ELIOT'S family welfare, despite knowledge of their criminal acts, including alleged

EXTORTION of ELIOT, now puts ELIOT'S family in a desperate situation at the hands of those who he is trying to put in jail. Due to the extortion, at this moment bills no longer are being paid and SPALLINA refuses to replenish and replace the trust school funds he directed to be depleted in another scheme, described more fully in Petition 7 and then recently electing with Oppenheimer to put TED in charge of Bernstein Family Realty LLC, a company owned solely by ELIOT'S children's trusts and set up by SIMON and SHIRLEY as part of their estate plans, and allow them to further extort ELIOT to either participate in fraud or else suffer catastrophic harms financially and now physically (ie, starvation, no electricity, etc.) to his family.

357. That at the Hearing Your Honor asked what bills were not paid, well the attached **EXHIBIT 5 - SEPTEMBER 27, 2013 – OCTOBER 07, 2013 LETTER EXCHANGE ELIOT AND OPPENHEIMER**, is self-explanatory and the issue is not as Your Honor mistook at the Hearing of if ELIOT can get another job to pay for these bills overnight and keep his children fed, clothed and school but instead, where is the money that was to go to these bills from trusts established in the estate plans of SIMON and SHIRLEY to pay for these costs and why are they not getting paid by the parties acting as Trustees and estate counsel and why are the funds going to the wrong parties through a series of fraudulent and forged documents and other frauds upon the Court and true and proper beneficiaries.

358. That the Emergency Hearing was also predicated on what ELIOT alleges amounted to extortion type tactics by TSPA, TESCHER and SPALLINA and TED to also foreclose on ELIOT and throw he and his family on the street, while starving them out of their inheritance and stealing off with it and shut down his children's income sources, if he did not go along with the gang in thwarting SIMON and SHIRLEY'S desires.



359. That now with fear that ELIOT may prevail, that the Court has reason to read them their Miranda Warnings already and their crimes are unraveling, for which they may serve prison time for and suffer certain financial ruins, this starvation and homeless threat becomes very real and now a credible EMERGENCY for CANDICE, ELIOT and their children and it is evident that those left in charge by this Court are not planning on rectifying the problems they created with intent to further harm ELIOT and disable his abilities to further have them prosecuted and investigated for their crimes, which may in fact include the murder of SIMON for his money.

ATTEMPT TO FORCE FORECLOSURE ON THREE MINOR CHILDREN'S HOME BY BREACH OF FIDUCIARY DUTIES AND SUPPRESSION OF DOCUMENTS, A FURTHER EXTORTIONARY TACTIC

360. That ELIOT and ELIOT'S children counsel and others were told by SPALLINA and TED that there was an imminent foreclosure by a note holder pending that they were staving off and ELIOT either participate in the insurance fraud scheme and the condominium fraud scheme to get monies or else this note holder was filing imminent foreclose.

361. That after the Hearing, ELIOT was contacted by a one, Walter "Walt" Sahm ("Sahm"), who called ELIOT to inform him that for months he was owed interest on $100,000.00 loan on ELIOT'S children home of approximately $3,800.00 through a deal with companies set up by SIMON and SHIRLEY. Sahm stated that he had contacted TED, TSPA and SPALLINA repeatedly to get such minimal interest payment owed from a company that ELIOT'S children own, Bernstein Family Realty LLC that owns their home. That Sahm, as exhibited herein, even offered to let the interest accrue to a later day and pay nothing now but TED and SPALLINA refused to even respond to his written and oral

requests, a common thread of their Willful, Wanton, Reckless, and Grossly Negligent behavior in disregard of law by the alleged fiduciaries of the estate and estate counsel . See **EXHIBIT 6 - SAHM LETTER TO ELIOT AND SAHM LETTERS TO TED AND SPALLINA.**

362. That Sahm stated that he retained an attorney and they refused to even contact his Attorney at Law to arrange payment and he felt like TSPA, SPALLINA and TED et al. were trying to force him to foreclose on the home through their continued ignoring of his requests. Sahm further stated that he was aware when he sold the home to SIMON, that SIMON and SHIRLEY were so happy to get ELIOT and his children a home and worked to make sure no creditors of ELIOT or those he was involved in a RICO action against, could use dubious tactics to take the home and he did not want to file a foreclosure without first talking directly to CANDICE and ELIOT as indicated in his letter. That Sahm in his letter states that what is going on to harm ELIOT and his family would leave SIMON and SHIRLEY "**MORTIFIED**."

363. That SIMON put a Balloon Mortgage apparently to himself of approximately $365,000.00 to further secure the home, on top of Sahm's $100,000.00 carry over loan that was left over from the sale of the home by Sahm to SIMON, when SIMON bought Sahm's long established business from him. That this made loans and mortgages against the home to Sahm and SIMON approximately $465,000.00 and where the home was only purchased for $360,000.00? Unless one understands the nature of what was happening to ELIOT and his family, including a CAR BOMBING of his family's minivan in Del Ray Beach, FL and why these elaborate steps were taken to protect his family by SIMON and SHIRLEY, the



transactions make no sense and these reasons are further defined herein and in Petition 1, Section "The Elephant in the Room."

364. That for months, TSPA, SPALLINA, TESCHER and TED et al. claimed to ELIOT that he should stop making problems or they would foreclose on his home using the Balloon Mortgage to SIMON and then later that Sahm was threatening foreclosure and he better hurry and sign off on all the fraud to get monies or he and his family would be homeless soon, despite the fact that SPALLINA originally told ELIOT that SIMON'S loan was to be waived by the estate, thrown in the garbage, as it was a sham note to protect the home that he could easily waive if ELIOT cooperated.

365. That SPALLINA informed YATES that there was imminent foreclosure from Sahm and SIMON as well and that she should advise ELIOT to take the money from an insurance beneficiary and trust fraud scheme to convert a policy owned on SIMON that ELIOT refused to partake in, on advice that the insurance scheme appeared an artifice to defraud, see **EXHIBIT 7 - ELIOT ANSWER AND COUNTER CLAIM TO JACKSON NATIONAL LAWSUIT** @ www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf , hereby incorporated by reference in entirety, and in Petition 1.

366. That SPALLINA and TED claimed that ELIOT either sign the proposed sham trust agreement for the policy to pay off Sahm's and SIMON'S notes or else they would take from ELIOT and his children's inheritance the amount of the sham Balloon Mortgage, that is also legally defective in the documents for a variety of reasons and make sure ELIOT and his children would be left with nothing and SIMON and Sahm would foreclose on his children's home and leave them homeless. Of course, a foreclosure by SIMON and Sahm

is what SPALLINA and TED claim are the wishes and desires of SIMON, SHIRLEY and Sahm and one need only read Sahm's letter exhibited herein to know that nothing could be further from the truth.

367. That in fact Sahm claims that he has been trying to get payment or even accrual of payment of interest on his note agreed to with the managers of Bernstein Family Realty LLC, who he was led to believe was either SPALLINA or TED, when in fact it was Oppenheimer until just recently and they never told Sahm the truth of who was Manager of the LLC and they then blew off Sahm's calls and letters and even contact by his attorney he had to hire and tried apparently to leave Sahm with no choice but to foreclose over $3,800.00 or even $0.00 if they chose to accrue the interest. These acts further support ELIOT'S claims in Petition 7 of extortion through threatened foreclosure.

368. That almost all of the necessary documents used to attempt to effectuate changes in beneficiaries in both SIMON and SHIRLEY'S estates are defective and legally should be null and void and now appear to be part of a much more dubious set of criminal acts.

369. That after some bantering from Your Honor at the Hearing of why ELIOT refuses to take money from a Condominium sale that he alleges took place using fraudulent documents with fraudulent fiduciary powers and is converting monies from the proper beneficiaries, interesting things were learned that could help alleviate the financial burdens being intentionally heaped upon ELIOT and his family by estate counsel.

A RATIONALE AND IMMEDIATE SOLUTION TO THE EMERGENCY RELIEF REQUESTED FOR ELIOT, CANDICE AND THEIR CHILDREN UNTIL THE COURT CAN DETERMINE THE EFFECTS OF FRAUD ON THE BENEFICIARIES AND FRAUD ON THE COURT ADMITTED TO BY ESTATE COUNSEL ALREADY

370. That it should be noted that the sale of the Condominium took place behind ELIOT and his children's counsel's backs and it was learned at the Hearing that distributions were made from this illegal sale and converted to trust accounts for 7 of 10 of the grandchildren, in the amount of $80,000 per child. ELIOT refused to partake in the distribution of this ill-gotten money as it would make ELIOT and his children willingly a part of fraud, almost in essence granting a waiver of immunity to the others in exchange for participation in the crimes. This conversion and coveting of money is prohibited by ELIOT'S integrity and as Your Honor learned in the Hearing, ELIOT would rather see his children starve before teaching them that committing crimes to feed them would be right.

371. That perhaps Your Honor, this failure to take tainted money and participate in fraud to feed ones children is wrong in Your Court and worthy of a Guardian according to MANCERI at the Hearing but ELIOT appears to also follow higher laws, those of the simple Ten Commandments, which make it wrong to covet that which is not rightfully yours and to "Honor thy Father and Mother" by honoring their last wishes and seeing them carried through legally and properly.

372. That in the Hearing MANCERI even tried to claim that ELIOT'S children should have Guardians as ELIOT would not violate law and for his failing to commit fraud to feed his children and MANCERI would know how that goes, as he is most likely feeding his children from the fraud upon this Court, lies to this Court and the fraud upon the ultimate beneficiaries that he appears now to be an integral part of from his conduct at the Hearing.

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21 MR. MANCERI: I'm very concerned about
22 something Mr. Bernstein just told The Court.
23 He's the one objecting they're in conflict,
24 he's stating from what I'm piecing together
25 that he believes that his children are getting
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money that the parents really was supposed to go to him personally. He's got the inherent conflict with that mindset.
MR. ELIOT BERNSTEIN: I'm not saying I don't.
THE COURT: Okay, here's the point, if you're at a point where you're asking The Court for an emergency because you can't feed children, and there's someone around the corner that's holding out a $20 bill and says you could have it to feed your children, and you go, you know, I'm not going to take that to feed my children because I want to have a court determine that it really was mine, then I don't know that you're treating this as an emergency. Emergencies mean you figure out a way of getting the money to your children sooner than later, and they say it's happening imminently, cash that could pay bills for your children. That's what they say. If it's an emergency and your kids are starving, and you as the parent say that might be my money and not my kids', so I want to wait for two or three years and let the money stay in a bank account until I could figure it out, and not feed my children, I
00066
think you need to reflect upon some of your decisions.
MR. MANCERI: Your Honor --

THE COURT: What?
MR. MANCERI: I'm not saying we're going to do this, Judge, but this sounds like this may need an ad litem for these kids.
THE COURT: Well, I don't know, let's not add fuel to the fire.
MR. MANCERI: Because I'm troubled by what he's saying.
THE COURT: All right, so --
MR. ELIOT BERNSTEIN: Here's why I have not taken that money.
THE COURT: Why?
MR. ELIOT BERNSTEIN: Because if you told me, your Honor, that you just murdered him, and here's $20 from his pocket to feed your kids from the crime --
THE COURT: If they were starving I would take the $20.
MR. ELIOT BERNSTEIN: On that advice, I'll

23 take the money.
24 THE COURT: If they were starving --
25 MR. ELIOT BERNSTEIN: On that advice --
00067
1 THE COURT: Your kids are starving. I'm
2 not giving you advice.
3 MR. ELIOT BERNSTEIN: On that advice, I
4 will --
5 THE COURT: The $20 didn't murder anybody,
6 did it? Did the $20-bill murder someone?
7 MR. ELIOT BERNSTEIN: It's stealing money
8 from people.
9 THE COURT: They're not -- this isn't
10 stolen money. This is your parents' money.
11 MR. ELIOT BERNSTEIN: If I take that money
12 and put it in my kids' accounts, it's actually
13 taking money from what we believe are the true
14 and proper beneficiaries --

373. That however what this banter did reveal is that the monies from the alleged fraudulent sale of Condominium by TED acting as alleged "Successor Trustee" and "Personal Representative" to consummate the transaction has already been converted through distributions made through this fraudulent scheme to the other alleged wrong beneficiaries other than ELIOT'S children. Yet, there is money from the fraudulent sale of the condominium in the estate and these monies can be accessed and distributed in a different manner by Your Honor that achieves both Your Honor's idea for ELIOT to take the tainted money and feed the children acting as a good parent and ELIOT'S idea to refuse the dirty money and watch his children and family suffer for failing to participate in the conversion of assets of the estate to the wrong parties.

374. That the Condominium has sold and ELIOT has no transaction details and the numbers are based solely on what has been orally conveyed, for approximately USD $1,600,000.00, a woefully low number but regardless that would amount to either,



i. ELIOT getting one third as beneficiary if changes to the beneficiaries were never made, equaling USD $533,333.33 or

ii. ELIOT'S children getting 3/10th if the beneficiaries were changed legally by SIMON while alive, equaling USD $480,000.00 and

iii. if only ELIOT, IANTONI and FRIEDSTEIN'S six children are the ultimate beneficiaries, to be determined by this Court after reviewing the Power of Appointment language, than ELIOT and his family would get 50% or USD $800,000.00 with ELIOT having 3 of the 6 children that are qualified beneficiaries under the power of appointment.

375. That this Court could now order that UNTIL all criminal and civil matters in both estates are fully resolved and the true and proper beneficiaries of both estates and ALL trusts can be determined by Your Honor and Judge French, to determine how and to whom the money legally flows, where knowing of Fraud, Forgery and Fraud on the Court has been already admitted to and committed against this Court and ELIOT'S family by the illegal and fraudulent acts of estate counsel and their employees, relief could be granted by Your Honor that could solve all the EMERGENCY problems in the interim without ELIOT committing any crimes to achieve such end.

376. That Your Honor should not order ELIOT to use the funds by participating in their alleged frauds and allowing distribution of the funds fraudulently and to the wrong parties, forcing ELIOT to take tainted monies and convert and comingle them into new trusts for his minor children.

377. That it would "reek to high heaven" if this Court allows TSPA, SPALLINA, TESCHER et al. to create new trusts for the money to flow into, knowing of the crimes the Court now

knows of and this would be against protestation by ELIOT of them having anything further to do with the estates of SIMON and SHIRLEY or representing any party of the estate, for their FELONY crimes admitted to and acknowledged thus far. TRUST HAS BEEN SHATTERED BY THE FIDUCIARIES AND ESTATE COUNSEL FOR VIOLATIONS OF LAW AND ELIOT DOES NOT TRUST ANYTHING THEY DID OR DO FURTHER, ESPECIALLY INVOLVING HIS THREE MINOR CHILDREN AND BELIEVES THE COURT SHOULD IMMEDIATELY REMOVE THEM and YOUR HONOR FREEZE AND IMPOUND ALL ASSETS AND RECORDS, DISMISS ALL THOSE WITH UNCLEAN HANDS AND APPOINT NEW AND TRUSTWORTHY FIDUCIARIES AND NEW ESTATE COUNSEL.

378. That Your Honor however could use a portion of the monies instead to replenish and replace the intentionally depleted existing trusts at OPPENHEIMER that were already established by SIMON and SHIRLEY while alive and use them for ELIOT and his children as they have been being used for a year now to pay the expenses, up until SPALLINA decided to flip the switch to off on those trusts in efforts to force/extort ELIOT to take the illegal distributions and put them in newly created trusts that SPALLINA would now create.

379. That SPALLINA stated at the Hearing that he had already put in USD $80,000.00 in each of the trusts for the other grandchildren that he established recently and that he could direct similar funds to be used for ELIOT'S family expenses, even claiming he was considering making "EMERGENCY" distributions of these funds to ELIOT'S family to pay expenses through the old trusts, since ELIOT refuses to set up new trusts to illegally convert the monies to the wrong parties to pay the expenses through this fraudulent arrangement.



380. That this would amount to USD $240,000.00 of the USD $480,000.00 that would come to ELIOT'S three children under their scheme that instead could be put into the existing trusts at Oppenheimer, today and which would stop all these SPALLINA CREATED EMERGENCIES on THREE MINOR CHILDREN and two adults and this Court could us those funds as interim distributions and family allowances that could later be deducted from either ELIOT or his children's inheritance when decided by this Court who the beneficiaries ultimately are.

381. That the total amount that would be paid to ELIOT'S children for the sale of the Condominium is actually USD $480,000.00 and ELIOT remains unclear why SPALLINA did not make full distributions from the sale of the condominium to any of the alleged grandchildren beneficiaries and what the other half of the monies from the sale are being used for at this time, perhaps they are taking it as legal fees and ELIOT would not know as the accountings of legal fees has never been disclosed to any beneficiaries in either estate.

382. That there is more than enough monies to cover these expenses for several years if it takes Your Honor that long to figure this out as stated in Court and ELIOT states if Your Honor chooses they can be drawn down monthly as needed instead of paid all at once, however it suits Your Honor it averts crises.

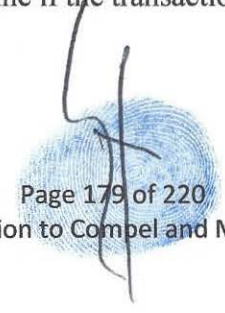
383. That these funds can be ordered released instantly by Your Honor as EMERGENCY Interim Distributions and Family Allowances until final determinations of whose monies it is can be made but in the meantime Your Honor could instantly order the continuation of the funding of ELIOT, CANDICE and their minor children as was intended, as they should not be punished further or extorted further to participate in fraud.



384. That this solution resolves both ELIOT and Your Honor's concerns that ELIOT and his family eat tomorrow, the children go to school, have electricity, water, etc. and have all their expenses covered for their lives in amounts provided under the estate plans and contracts signed with SIMON and SHIRLEY. These were the wishes and desires of SIMON and SHIRLEY according to their last valid wishes and desires and legally binding estate plans they signed in 2008. Keep in mind that ELIOT and CANDICE are currently broke due to the sudden cessation of reimbursements owed them by the trusts and bills are now not being paid by the trustees and the EMERGENCY for ELIOT'S family has grown desperately worse over the month since the hearing and the bills attached to the Oppenheimer correspondences exhibited herein show the specific dates electricity will stop, school will stop, etc. now that no one is paying them.

385. That learned at the Hearing was that despite knowing of the fraudulent and forged signatures in their names and that the Condominium may have been sold fraudulently and without notice of these alleged crimes to the buying parties and others, TED, P. SIMON, IANTONI and FRIEDSTEIN already converted the monies into some form of trust accounts, knowing that these monies are fraudulent and may be revoked according to law as they hurried to sell the condominium and convert the monies in a fire sale before their crimes were discovered or they were forced to acknowledge them.

386. That this Court should order all converted monies from the illegal sale of the Condominium by TED acting as an imposter in false fiduciary titles in the estate to complete the transactions, with the aid of estate counsel, returned IMMEDIATELY to the Court until this Court can determine if the transaction was legal and if the true and proper beneficiaries are being paid.



387. That the integrity and fiduciary trust of estate counsel and ELIOT'S four siblings is now in question and this Court should demand that all those who participated in these transactions knowing that their names were forged on fraudulent documents in the estate and knowing that TED did not have Letters to transact on behalf of the estate, all be thrown out of any fiduciary capacities they hold instantly, at minimum, until this Court and law enforcement determine if they should be prosecuted for their crimes. Where it appears that Your Honor has allowed admitted fraudsters to continue running the estate despite Your Honor's admitted knowledge that a fraud has taken place upon Your Court and the beneficiaries worthy of reading Miranda to each of them.

(IV) MOTION TO IMMEDIATELY CORRECT THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES

388. That ELIOT and/or his children's beneficial interests need to be determined in order for distribution of any of the gross estate to any parties, in any amounts other than interim distributions and family allowances, until determinations can be made and their appear three possible outcomes for this Court for ELIOT,

i. ELIOT getting one third of the estate as beneficiary if changes to the beneficiaries were never legally made and SHIRLEY'S 2008 Will and Trust are upheld or

ii. ELIOT'S children getting $3/10^{th}$ if the beneficiaries were changed legally by SIMON while alive or

iii. only ELIOT, IANTONI and FRIEDSTEIN'S six children are the ultimate beneficiaries if SIMON'S alleged beneficiary changes are limited by the Power of

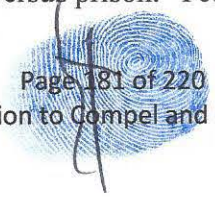
Appointment to a defined and qualified beneficiary pool of SHIRLEY'S, whereby ELIOT and his family would then get fifty percent 50% of the estate value, as ELIOT has 3 of the 6 children qualifying children.

389. That at the closing of the Hearing Your Honor states,

10 THE COURT: If it comes to you as trustee
11 for your children, you are -- you have a duty
12 to only use it for the children, not yourself.
13 Not you. You still have to work for you. Now,
14 you don't have to work for your children,
15 maybe. You still have to support yourself.
16 MR. ELIOT BERNSTEIN: Yeah.
17 THE COURT: The money has to get spent on
18 your children if that's how you get it.
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19 MR. ELIOT BERNSTEIN: Right.
20 THE COURT: That's all we're talking about
21 is money to feed your children.
22 MR. ELIOT BERNSTEIN: **You see, if the**
23 **money came to me, it's also for me and my wife**
24 **and feeds our children.**
25 THE COURT: **That's not what they said. It**
00070
1 **does not go to support you and your wife.**
2 MR. ELIOT BERNSTEIN: **If the money comes**
3 **to me as a beneficiary, it does. If all these**
4 **nonsense documents that are forged and --**

390. That what "they said" cannot be trusted and relied upon by this Court or the beneficiaries and interested parties any longer as the Court and the beneficiaries have knowledge that they have participated in Fraud, Fraud on the Court and more. Further, the money has been going to pay for ELIOT and CANDICE and the children, not just the children as the Court claims they said.

391. That this Court now has further evidence already exhibited herein, that they have further lied to Your Honor multiple times at the Hearing making any and all claims untrustworthy and made in conflict of freedom versus prison. Yet, this exchange above at the Hearing



then answers Your Honor's earlier question of if the documents are forged does it change anything and here in your own statement we see that who gets the money has a major effect on how and who the money can be spent on and further who is in charge of the estates. What is more important is the question of if the money is being distributed according to the final wishes of SIMON and SHIRLEY, prior to all this fraud and forgery and more attempting to thwart their estate plans and wishes.

17 THE COURT: Mr. Bernstein, I want you to
18 understand something. Let's say you prove what
19 seems perhaps to be easy, that Moran notarized
20 your signature, your father's signature, other
21 people's signatures after you signed it, and
22 you signed it without the notary there and they
23 signed it afterwards. That may be a wrongdoing
24 on her part as far as her notary republic
25 ability, but the question is, unless someone
00060
1 claims and proves forgery, okay, forgery,
2 proves forgery, the document will purport to be
3 the document of the person who signs it, and
4 **then the question is, will something different**
5 **happen in Shirley's estate then what was**
6 **originally intended? Originally intended they**
7 **say, the other side, was for Simon to close out**
8 **the estate.**

392. That at the Emergency Hearing on September 13, 2013, MANCERI and SPALLINA attempted to claim that ELIOT was not a beneficiary of the estate of SHIRLEY and thus was not entitled to anything but personal effects, which he has still not received a single item of and where the other four children have already ransacked and looted the homes of SIMON and SHIRLEY of personal effects, jewelry, art, items of sentiment and more, divvying it up wholly between themselves as fast as they could before their crimes were exposed with the aid of estate counsel and not giving ELIOT and his children a thing.



393. That ELIOT informed the Court that contrary to MANCERI claiming he was not a beneficiary, ELIOT was in fact a beneficiary until alleged forged and fraudulent documents were submitted to this Court in both estates attempting to make post mortem changes to SHIRLEY'S estate beneficiaries and SIMON'S and if this fraud does not hold up ELIOT will remain a true and proper beneficiary.

394. That without these fraudulent and forged documents ELIOT would still be a beneficiary and if these documents do not hold up in Court as valid and binding then ELIOT still is a beneficiary and why these fraudulently notarized and forged documents that were discovered in the Court by Your Honor are so important, as they change who the true and proper beneficiaries are, how much they will receive and where leaving these crimes unresolved as NON-EMERGENCIES allow assets to continue to be converted to the wrong parties and cause great harm to ELIOT and CANDICE and their children.

(V) MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE

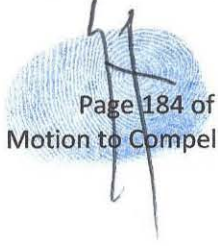
395. That based on the evidence presented herein, in the Hearing and in Petitions 1-7 that the fiduciary and professional representatives of the estate of SHIRLEY, including but not limited to, TSPA, TESCHER, SPALLINA, MORAN, BAXLEY and TED et al., have transgressed moral turpitude and law and can no longer be trusted, therefore, ELIOT requests that this Court on its own motion take Judicial Notice of the crimes admitted to and acknowledged before Your Honor already and order all estate counsel removed and all

fiduciaries removed in any capacities, except for ELIOT and CANDICE and ALL ITEMS REMOVED FROM THE ESTATE RETURNED TO THIS COURT AND ACCOUNTED FOR INSTANTLY.

396. That TED also has conflicts acting in any fiduciary capacity in the estate with the STANSBURY lawsuit against the estate of SHIRLEY and SIMON, as he is a named INDIVIDUAL DEFENDANT who is alleged to have committed the acts thereunder. Thus, TED has competing interests in the outcome of the lawsuit, for he would rather have the estates he was disinherited from pay the lawsuit damages, if any, versus them being paid from him individually as they should be for the crimes he is alleged to have committed against STANSBURY.

397. That with each day Your Honor allows estate counsel and alleged fiduciary TED to handle the estate and move this Court, it appears new crimes are being committed by those who have already admitted and acknowledged involvement in criminal acts and continue to lie and defraud this Court and fraud the true and proper beneficiaries under apparently the color of law with Your Honor's blessings and this appears a gross injustice that further punishes the victims.

398. That on September 22, 2013 ELIOT filed an Answer & Cross Claim against the following parties in the US District Court for the Northern District of Illinois Eastern Division, Case No. 13 cv 3643, TSPA, TESCHER, SPALLINA, TED, P. SIMON, D. SIMON, Adam Simon ("A. SIMON"), THE SIMON LAW FIRM ("SLF"), IANTONI and FRIEDSTEIN and several business entities in response to ELIOT being added as a Third Party Defendant to a secreted Breach of Contract Lawsuit filed by A. SIMON (P. SIMON'S husband's law firm that operates out of P. SIMON'S offices) on behalf of TED and a "lost" "Simon



Bernstein Irrevocable Insurance Trust, Dtd 6/21/95" That the filing can be found at the URL @ www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf , fully incorporated in entirety by reference herein.

399. That this a perfect example of a new crime being committed after Your Honor and Judge French's courts had evidence of wrong doing and that dead men appeared to be notarizing documents and much more in May 2013 and neither took EMERGENCY ACTION as requested. This insurance fraud starts with an initial life insurance claim filed for an insurance policy by estate counsel TSPA, TESCHER and SPALLINA et al.

400. That the claim was rejected by the insurance carrier who advised the applicants, TSPA, TESCHER, SPALLINA, TED and P. SIMON et al. that to pay the death benefit to the purported beneficiary as proposed they would need a "court order" to approve their insurance trust and beneficiary scheme, whereby TED would be acting as an alleged trustee of a "lost" trust and creating a new post mortem trust with TED choosing the alleged beneficiaries he recalls were in the "lost" trust, namely himself, TED, P. SIMON, IANTONI and FRIEDSTEIN, using TED'S imagined and alleged fiduciary power as "trustee" of a "lost" trust to enforce his claim.

401. That where the scheme has TED claiming to be "trustee" of the "lost" trust and then attempting to convert the proceeds from being paid to the estate where the either ELIOT, IANTONI and FRIEDSTEIN or their children would receive it and where he and P. SIMON would be wholly excluded and instead their scheme would have the benefits paid to them instead outside of the estate and estate beneficiaries, sounds like Kosher Pork and violations of fiduciary duties and law or stealing money from your own children.



402. That ELIOT again would not participate in what appears insurance fraud without counsel for his children and himself approving any insurance scheme that appeared an artifice to defraud and without having a "court order" to approve what appeared fiduciary madness. So instead of getting the "court order" demanded by the insurance carrier, they misled ELIOT to believe they were getting the "court order" from this Court and instead hatched a new plan, put in place secretly behind the back of ELIOT and his children's counsel YATES in efforts to skin the cat without the "court order" and without ELIOT and his children having any knowledge of the transaction until the monies had been converted and it was too late.

403. That TED, TSPA, TESCHER, SPALLINA, P. SIMON, IANTONI and FRIEDSTEIN and others then attempted a Federal Breach of Contract Lawsuit against the insurance company for failing to pay the life insurance benefit demanded without the requested "court order" and in further efforts to abscond with the benefits. Where this scheme, from Jackson's Answer and Counter Complaint to the breach of contract complaint filed by P. SIMON'S husband's law firm, The Simon Law Firm, also seems to have failed, as Jackson refused the claim and countered the lawsuit, stating TED had filed the lawsuit against the advice of counsel who told him he had no "authority" to file on behalf of a "LOST" trust that he claims to remember he was "Trustee" of and remembers he was also a "beneficiary" of. Then Jackson added ELIOT to the lawsuit as a third party defendants and thus notified ELIOT of this back door insurance fraud happening behind the back of he and his children and even their own children's backs.

404. That in all of these three attempts to convert the life insurance policy benefits to themselves from their children, their children have been unrepresented by independent

counsel and are being left unrepresented by their parents acting as "trustees" and who knowingly are in direct conflict with their children to receive the benefits and further suppressing information from their children to make an informed decision. Thus, failing to act as honest alleged "trustees" for their children and trying to end around this Court and certain beneficiaries and dodge the requested "court order" to put the proceeds into their own pockets.

405. That despite being advised of their conflicts by ELIOT with their children who would receive the benefits if paid to the estate and themselves who pocket the money from their insurance trust and beneficiary fraud scheme and baseless breach of contract lawsuit, they have moved ahead three times in efforts to convert the death benefit and in all instances failed to parse the conflicts or retain separate non conflicted counsel for their children and in fact suppressed information from them, this Court and other beneficiaries to hide their actions.

406. That the Settlement & Mutual Release ("SAMR") created a trust ("SAMR Trust"), if one looks at the signature pages proposed, one sees that they have the minor children's trustee/parents attempting to sign the deal for themselves personally and then sign on behalf of their children as trustees to waive their own children's rights to the benefits. This is a severe breach of fiduciary and trust as Guardians and alleged "trustees."

407. That when SPALLINA was confronted by IANTONI on a conference call with several other parties present, and asked if she could one day be sued by her daughter for the insurance beneficiary and trust fraud scheme proposed by SPALLINA that appeared to convert money from her daughter to her own pocket, while she acted as alleged "Trustee" for her daughter in the transaction, SPALLINA responded that "only if she found out or

you told her" or words to that effect, again exhibiting Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law.

408. That for these reasons TED, P. SIMON, IANTONI and FRIEDSTEIN'S children should all have Guardians Ad Litum appointed over them to protect them from the efforts of their parents who have conflicts in acting as "trustees" for their children while directly receiving benefits from their actions to inure benefits to themselves.

409. That TED should also have a Trustee Ad Litum assigned to any "alleged" roles he is claiming in the estate of SHIRLEY and SIMON, as it is apparent that he is breaching his fiduciary responsibilities in a variety of self-professed fiduciary roles and even brazen enough to lie to this Court that he was "trustee of the estate" at the Hearing.

410. That this Court must notify that US District court of its findings of fraud at the Hearing and how it is alleged that all these frauds on the courts and beneficiaries may be inter related and how this lawsuit may have been filed to evade this Court and get around the "court order" the life carrier demanded before paying benefit to the wrong parties and stop what appears a fraudulent claim.

(VI) MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE

411. That TED, P. SIMON, IANTONI & FRIEDSTEIN should have Guardian Ad Litum assigned to act as their children's alleged "Trustees" until this Court can determine who the ultimate beneficiaries are and why they did not come forth regarding their knowledge that their signatures were fraudulent and as stated in their Affidavits FORGED, until after the



authorities contacted them and other transgressions of fiduciary roles already evidenced herein and in Petitions 1-7.

412. That as ELIOT pointed out in the Hearing, each child of SIMON is now conflicted with their children directly as beneficiaries and MANCERI states ELIOT is in conflict not realizing that this means that TED, P. SIMON, IANTONI and FRIEDSTEIN are then also in conflict.

6 MR. ELIOT BERNSTEIN: I think there are
7 other beneficiaries that are also --
8 THE COURT: They signed off.
9 MR. ELIOT BERNSTEIN: No, just their
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10 parents have. The children don't even know.
11 They're not even represented.
12 THE COURT: Well, the parents represent
13 the child.
14 MR. ELIOT BERNSTEIN: No, but they have
15 conflicting interests.
16 THE COURT: Well, you say that --
17 MR. ELIOT BERNSTEIN: Our attorney wrote a
18 subpoena and said it. I had to get two lawyers
19 because my attorney couldn't represent both
20 sides of this.
21 MR. MANCERI: I'm very concerned about
22 something Mr. Bernstein just told The Court.
23 **He's the one objecting they're in conflict,**
24 **he's stating from what I'm piecing together**
25 **that he believes that his children are getting**
00065
1 **money that the parents really was supposed to**
2 **go to him personally. He's got the inherent**
3 **conflict with that mindset.**
4 MR. ELIOT BERNSTEIN: **I'm not saying I**
5 **don't.**

413. That this is true that ELIOT has a conflict with who the beneficiaries are ultimately to be, he or his children and has conflict in taking insurance money to himself through the SAMR Trust and Beneficiary Scheme and putting in his pocket instead of through the estate to

himself or his children when this Court decides the beneficiaries. In fact, ELIOT was the only child that retained independent counsel for his children with one law firm for them and ELIOT left himself no longer represented and even had to sign release papers to Tripp Scott to separate ELIOT and his children from being jointly represented by counsel due to the conflicts related to distribution of assets of the estates where conflicts arose, as in the insurance policy of SIMON or the Condominium sale.

414. That these conflicted acts by Trustees for their children are Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law by the alleged fiduciaries and cause for their immediate removal as trustees for their children.

(VII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE

415. That on September 24, 2013 this Court ruled in error that the cause before the Court was not an EMERGENCY and this partially to do with ELIOT'S inability to put forth his arguments correctly at that time and due to the new evidence of criminal activity learned at the hearing that appeared to only compound the emergencies before the Court that day.

416. That another error in the Order is that Your Honor allowed estate counsel to continue to plead to the Court after the Hearing and after learning that estate counsel and their crew had tendered admittedly fraudulent and forged documents into the Court while closing the estate and then perpetrated other crimes, including but not limited to, Identity Theft and Fraud upon the Court.

417. That it was learned at the Hearing that SIMON had come to the Court while dead and closed the estate and somehow made changes in his estate that changed the beneficiaries of

SHIRLEY'S estate, all using SIMON to transact this official business with the Court while he was dead.

418. That it was learned at the Hearing that estate counsel and alleged fiduciaries, TSPA, TESCHER, SPALLINA, TED and MANCERI should have been read their Miranda Warnings based on the admitted acknowledgement that they had committed a Fraud upon the Court.

419. That it is further evidenced herein that multiple Perjured Statements and lies were told to Your Honor in the Hearing based on newly discovered information contained herein and gathered at the Hearing that should allow the Court to reconsider this Order.

420. That ELIOT failed to state clearly to the Court that part of the EMERGENCY was in fact due to newly discovered crimes being committed using documents now admitted fraudulently created and FORGED and further filed as part of a Fraud on this Court, including but not limited to, criminal sales of real property and insurance fraud that are enabled by these fraudulently gained fiduciary powers in the estates that Your Honor and Judge French are in charge of and that it is an EMERGENCY to stop these crimes from further being committed and protect the beneficiaries instantly.

421. That therefore, to stop ongoing and potential new crimes from occurring, this Court must act as if the building is on FIRE and the children are on FIRE and take immediate actions to rectify the damages already caused to their victims and call in the guards to read them their rights and take them to trial for these felony acts Your Honor has full knowledge of.

422. That therefore Your Order errs in stating that ELIOT'S motion was not an EMERGENCY and therefore should immediately be rescinded and these matters declared an



EMERGENCY and rehear instantly all those claims and reliefs sought within Petitions 1-7 and herein to rectify these matters.

423. That Your Honor at the Hearing stated the EMERGENCY MOTION was only denied as an EMERGENCY and the remaining issues of Petition 7 would be discussed at an Evidentiary Hearing and yet the Order states that Motion was denied wholly, not only as an emergency but in toto, leaving major issues of ongoing insurance fraud, extortion and more denied hearing and thus subjecting the beneficiaries to further continued fraud and looting of the estates.

424. That Your Honor also errs in the Order when limiting the evidentiary hearing to solely SHIRLEY'S estate as obviously and without doubt the estates of SIMON and SHIRLEY are interrelated, as certain as they were married for 50+ years and where the documents it was learned at the Hearing in SIMON'S estate that are alleged fraudulent were used to make changes in SHIRLEY'S estate and absolutely have everything to do with the matters before this Court.

425. That all documents, records, evidence and other materials from SIMON'S estate that are relevant to SHIRLEY'S estate must be admitted and allowed by the Court to be entered as part of the proceeding to preclude bias from entering the evidentiary hearing by banning the information from SIMON that effects SHIRLEY'S estate and thus allowing possible wiggle room for the Respondents to try and keep the overall crimes occurring in both estates separate and harder to stop.

426. That the Court errs in attempting to further limited the evidentiary hearing to alleged improprieties or defects in the form of pleadings or other documents submitted to the Court in furtherance of closing the estate of SHIRLEY, where now that there is admission of

fraud and multiple allegations of five of six parties of FORGERY in estate documents in SHIRLEY'S estate, ALL documents should be subject to scrutiny and entered into the evidentiary hearing in the furtherance of anything effecting SHIRLEY'S estate.

427. That to suppress these documents in SIMON'S estate, used in SHIRLEY'S estate from the evidentiary hearing in light of the admissions already of Fraud on the Court seems an error and biases ELIOT and precludes him from being able to review all the records necessary for the evidentiary hearing.

428. That therefore, Your Honor should demand ALL records of the estate be turned over to ELIOT and FORENSIC experts to be examined in all aspects of SHIRLEY'S estate for further possible FRAUD and FORGERY prior to any hearing so that all the evidence can be reviewed prior to the hearing and so the hearing can be properly prepared for, otherwise this suppression could also bias any planned hearing.

429. That any planned evidentiary hearing regarding the ADMITTED FRAUDULENT AND FORGED DOCUMENTS cannot have parties not legally represented or present as was with the first Hearing. Where those representing others at the evidentiary hearing cannot have been a part of the FRAUD or FRAUD ON THE COURT or even involved at all to this point, which now includes MANCERI, who aided such fraud at the Hearing through a series of Perjured Statements, half-truths and lies to the Court. How can estate counsel TSPA, TESCHER, SPALLINA and MANCERI represent themselves and the estate in an evidentiary hearing that they are the accused, will they call themselves as witnesses and then cross examine themselves with a dummy puppet? Will this Court trust their statements in defense of themselves or their claims regarding the estate after knowing of the felony crimes already admitted to and crimes committed already upon this Court?



430. That ELIOT did not know of these new crimes committed exposed by Your Honor in the filing of the admitted forged and fraudulent documents to this Court and failing to notify the Court of the diabolical scheme to close the estate with a knowingly dead person and these new crimes and all of these new crimes need to have discovery prior to any hearing.

431. That the Court errs in its Order in that to hold an evidentiary hearing without ELIOT having full disclosure of all documents, accountings, inventories, trusts, wills, etc. that have been suppressed in both estates against law as it would further prejudice ELIOT at the evidentiary hearing by precluding evidence that is irrefutably due to him to prepare for any evidentiary hearing.

432. That on October 08, 2013 ELIOT learned that MORAN had confessed to the crime of FORGERY to authorities in opposite of her original statement to the Florida Governor's Office whereby she claimed the documents were identical other than her Notary Stamp and this confession conflicts with that one. Her new confession of FORGERY also contradicts the statements made by SPALLINA and MANCERI to Your Honor at the Hearing that they were identical signatures on the original and fraudulent Waivers. This represents even more criminal acts and further reason to terminate all prior estate counsel and all fiduciaries and force upon them new non-conflicted counsel to represent them further and at any evidentiary hearing.

433. That due to the criminal acts unearthed by Your Honor at the Hearing, separate and distinct from the fraud and forgery now admitted to by MORAN, ELIOT requests Your Honor immediately notify the proper criminal authorities of the following list of newly discovered crimes, including but not limited to,



i. Perjury and false claims to state officials in the conflicting statement of MORAN to the SHERIFF and Governor's Office and by SPALLINA and MANCERI to this Court,

ii. Fraud on this Court by way of Criminal Identity Theft in using SIMON as alive while dead by TSPA, TESCHER, SPALLINA, MORAN and BAXLEY,

iii. False Impersonation of a Fiduciary and whatever state laws this violates,

iv. Filing Fraudulent and Forged instruments in Official proceedings,

v. Theft of Real Property through the sale of the Condominium using falsified documents by TED acting illegally as "Successor Trustee" and "Personal Representative" of the estate of SHIRLEY,

vi. Making false statements to obtain property,

vii. Insurance Fraud,

viii. Embezzlement,

ix. Filing of false instruments in official proceedings,

x. Theft of estate assets using falsified and fraudulent fiduciary powers by TED with TSPA, SPALLINA and TESCHER et al. aiding and abetting the theft and fraud through false personation of fiduciary titles and

xi. Murder possibly.

434. That ELIOT has heard from sources that Your Honor is a man of great integrity who was in charge of Fraud Division for the Court and knows now that Your Honor is skilled in the art of fraud and can better determine than ELIOT'S Pro Se armchair criminology understanding of law, all of the crimes being committed and what code sections have been and are being violated and therefore take Judicial Notice of these crimes and take all



appropriate actions to notify the proper authorities in the proper jurisdictions of all the crimes being committed by not only MORAN but TSPA, TESCHER, SPALLINA, TED, P. SIMON, IANTONI and FRIEDSTEIN. If Your Honor does not wish to undertake these tasks to notify authorities and begin immediate investigation of each crime, please notify ELIOT immediately so as not impair any statutes of limitations he may have in his filing the criminal complaints against each party for each crime. After speaking to law enforcement, it was their opinion that Your Honor had the power to instigate all these investigations into each criminal act and ELIOT could do this but it could "add to many cooks" or words to that effect. ELIOT is not sure what powers Your Honor has and thus eagerly awaits Your Honor's ruling on these matters.

435. That ELIOT'S armchair has legs too, as ELIOT is a graduate of the University of Wisconsin, Madison with a B.S. in Psychology whose passion is Juvenile Delinquency and Criminology and where part of his studies were at Waupun Correctional Institution, a maximum security facility, where Jeffrey Dahmer met his end, running psychological batteries on career criminals, (i.e. Minnesota Multiphasic Personality Inventory, Prisoners Dilemma, etc.) in efforts to understand the criminal mind from birth through incarceration, in search of markers that could be identified and thereafter treated before manifestation in children. Part of that work was exhaustive background research into court case files, prison records, etc. and then data entry of all this data endlessly in the dark and dank computer lab of Madtown for professors, including Ross L. Matsueda.



(VIII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE

436. That ELIOT wants to first thank the Court for reopening the estate on his Petition 7 filed.

437. That ELIOT wants to question the Court's sanity however in appointing TED in the Order, who has lied to this Court in the Hearing regarding his claimed fiduciary title in the estate as "trustee for the estate," which was learned to be false at the Hearing, as the new Personal Representative of the newly reopened estate, the Court relying on the claim that TED appears to have been appointed in the 2008 Will of SHIRLEY as successor to SIMON.

438. That TED has been acting without Letters to appointment him Personal Representative for over a year and these illegal acts should now preclude him from being elected as the new PR in the newly reopened estate, as these breaches of fiduciary duties through false titles in the estate, without letters and a complete disregard for process and procedure, illustrates that neither then or now is TED qualified to act in any fiduciary capacity.

439. That ELIOT however thanks the Court for proving his point in the Hearing and via the Order that TED was not, nor is, either the Personal Representative or Trustee of the estate of SHIRLEY in the past and even now. Therefore, the transactions he commissioned with such false titles in the past appear fraudulent and more. That this Court now granting TED these fiduciary roles will not solve the crimes that have already transpired when he did not have proper fiduciary powers to execute any transactions and this should also make TED unqualified to serve as PR or trustee for the estate or trusts of SHIRLEY for these breaches and violations of law already committed.



440. That TED also has conflicts in any fiduciary capacity in the estate or trusts of SHIRLEY in regard to the STANSBURY lawsuit against the estate of SHIRLEY and SIMON, as TED is a named INDIVIDUAL DEFENDANT who is alleged to have committed the acts alleged by STANSBURY and thus has competing interests in the outcome of lawsuit, for TED of course would rather have the estates he was disinherited from pay the lawsuit damages, if any, versus them being paid from him individually as they should be. This might answer why TSPA, TESCHER, SPALLINA and TED all left the estate unrepresented by counsel in the lawsuit until ELIOT and YATES pointed out the dangers and gross negligence it represented.

441. That TED has conflicts of interest with his children acting as their trustees and with other beneficiaries in the estates, unless this Court determines TED and his lineal descendants to be wholly excluded as beneficiaries as was the case in the 2008 documents, as there was not a conflict with the beneficiaries when TED had been wholly excluded with his children.

442. That Exhibit 9 herein is a copy of the complete 2012 improperly notarized SIMON BERNSTEIN AMENDED TRUST AGREEMENT.

443. That Exhibit 10 is a copy of the complete 2012 improperly notarized SIMON BERNSTEIN WILL.

CONCLUSION

444. That after Your Honor re-reviews Petitions 1-7 and reviews these instant Motion(s), all in light of,

i. the admitted fraud and forgery of MORAN,

ii. the admitted Fraud on the Court by SPALLINA,

iii. the identity theft in filing official records,

iv. the admission by SPALLINA at the Hearing of "involvement" in MORAN'S felony acts,

v. the PERJURED STATEMENTS and LIES to Your Honor in Court to further fraud the Court and beneficiaries by MANCERI, SPALLINA AND TED et al.,

vi. TED acting as "Successor to the Estate" with no Letters of Administration and then selling real property of the estate of SHIRLEY and personal property, including but not limited to, JEWELRY, ART, home furnishings and more, while acting in these false titles and

vii. an Insurance Fraud alleged taking place,

where this Court should take all these acts together and not look at this as a one off crime by MORAN as they would have Your Honor believe but as an ominous sign of real Emergencies, a "Fire on the Mountain" and this Court should not only take instant actions to correct and stop the criminal activity further and put out the fires but now look deeper into the question of WHY and HOW these events are all transpiring. Was for example SIMON murdered as alleged by TED hours after SIMON died and these acts were all premeditated?

445. That if SIMON was murdered, by whom, how many partook and who profited and gained? Were the documents to change the estates part of a coordinated attack post mortem, aided by TED'S close business associate and apparently "client" of TSPA, TESCHER and SPALLINA as learned in the hearing, evidenced already in the acts of MORAN and SPALLINA, TSPA and TESCHER, where once the fraudulent and forged documents were

in place giving them fiduciary and professional powers, then began a feeding frenzy to loot the assets in the estate, beginning the moment SIMON died.

446. That in fact the crimes started after SHIRLEY died when SIMON was loved sickened as his daughters preyed upon her personal affects, jewelry and clothing valued in the millions claiming they were removing it from SIMON and the estate to "protect it" from MARITZA and WALKER, acting like a pack of wolves or vultures, not a care for the wishes of SIMON and SHIRLEY, not a care that their names were forged on fraudulent documents in their parents estate, as long as it benefited them.

447. That what was the estate really worth to make children and estate counsel commit these crimes, where SIMON was a man whose companies and assets were worth millions upon millions, earning millions every year for years, where SIMON'S best and longest friend estimated his net worth between fifty to hundred million. If it was nothing, what is the big secret in releasing information to the beneficiaries due them legally and need for all these crimes and efforts to claim there is nothing there? What appears to be there is a worthy motive for greed diseased minds it appears to commit all kinds of criminal acts.

448. That the four children of SIMON with estate counsel have ravaged and pillaged the estates like a band of thieves, committing countless crimes along the way, perhaps murder, as the alleged murder will have to be analyzed now in relation to the new admitted evidence of further felony acts than just MORAN'S, including using dead people whose signatures are forged for them and then presenting these deceitful illegal documents to the Court as part of larger frauds. Again, they have not only committed crimes and violated law upon law but they have also desecrated the fifth commandment "To Honor Thy Father and Mother[8]"

[8] Using the Talmudic Interpretation @ http://en.wikipedia.org/wiki/Ten_Commandments

by attempting to thwart their last wishes, perhaps why they were excluded in certain instances by SIMON and SHIRLEY.

449. That finally, in all that has already been stolen fraudulently off the estates, they have not given ELIOT, CANDICE and their CHILDREN a single trinket and ELIOT would not take anything knowing it was a part of FRAUD and has not to this date.

450. Finally, finally, as ELIOT'S son will kill him if this next statement does not appear here in the record in regard to his automobile that has been hijacked by SPALLINA and TED. SPALLINA and TED have refused with scienter to turn title of a car given as a gift to ELIOT'S oldest son by SIMON two weeks before he passed away, on ELIOT'S son's 15th birthday as his birthday present, a KIA Soul.

451. That SPALLINA and TED have refused to insure or give the title over to ELIOT'S son and may have secreted and destroyed the title and further exposed the estate to risk if anything were to happen with the uninsured vehicle, more of their "great" professional and fiduciary acts. Whereby ELIOT'S son is now still unable to drive the vehicle for over a year and as ELIOT'S son recently turned 16 and each day for over a year he walks past the car parked on the street and thinks of his grandfather who he loved and his grandmother who he loved a bit more, that he had brunch with for 12 years of his life, every Sunday, like a good and loving person he is and is heartbroken. And we, ELIOT and CANDICE, we weep for him that the cause of this denial of his car is the fault of his uncle and a few really slimy lawyers a law firm that have cheated him and us too, the only ones who loved SIMON and SHIRLEY and who were with them to the end and who they loved back until end and did so much to protect our lives in their plans from their other children and others preying upon them. SO PLEASE Your Honor, do the honorable thing and turn this exempt



property over to the child who it was given to as a gift from a dying man to his grandson, however a judge can do that, order it done, for this is really spiteful on a minor child, kinda like cutting off electricity, food, housing and school on three minor children with intent overnight and putting their lives in grave danger, creating an admitted by SPALLINA "emergency" and no matter how Your Honor slices it, these are all emergency reasons to call in the guards and more.

452. That if Your Honor denies the reliefs requested herein under the factual evidence of criminal acts admitted and acknowledged by estate counsel and others, please take this instant Motion as a Motion to Disqualify Your Honor, as it would appear that Your Honor is conflicted with the matters as the fraud has occurred under Your nose and with Your stamp of approval, allowing the greater crimes to be committed and then if once knowledgeable Your Honor continues to delay relief and allow those whose violated the sanctity of Your Court to cause further harm to beneficiaries who are under Your Honor's legal obligation to protect, especially from crimes hosted and facilitated through Your Court and instead make the emergency worse each day since the Hearing on the victims, as no relief has yet been granted to prevent these damages and cause greater stress on ELIOT and his family, the good guys, and not read Miranda's to the bad guys and try them for their crimes, well, it looks as if this Court is a part of the crimes. Not saying that it is yet this way but really it would appear so from Your Honor's recent Orders to allow them to continue to operate as fiduciaries and move this Court, which appears to further aids and abets the crimes and allow them to continue.

453. That however, in fairness that Your Honor might just be getting to delve deeper into the Petitions 1-7 allegations and requests for relief, after learning of the shocking admissions

of felony crimes in Your Court and outside the Court and now take immediate appropriate actions to notify the proper authorities, turn over documents to ELIOT, recover the assets, right the wrongs, provide all the emergency reliefs sought in the Petitions 1-7 filed and those herein, as ELIOT'S family prays Your Honor will do the right thing now in light of these facts.

454. That ELIOT and his family too are also shocked and angered to learn of the fraud and forgery and use of a dead man, nicknamed "Bernie," my father as if alive, to effectuate such a gross crime scene and know that we judge and give Honor to only those who earn that earn Honor by upholding Justice, where my father always told me, "never judge a book by its cover" and "judge every man on his own actions," and so we await Your Honor's ruling on the EMERGENCY reliefs sought to prevent further DAMAGES to the VICTIMS and prevent further CRIMES from being committed!

WHEREFORE, ELIOT PRAYS FOR THIS COURT:

I. TO SEIZE ALL DOCUMENTS, RECORDS AND ASSETS OF THE ESTATES AND PUT THEM UNDER YOUR HONOR'S GUARDIANSHIP FOR THE TIME BEING UNTIL EVERYTHING CAN BE ADJUDICATED PROPERLY, INCLUDING FORCING ALL PARTIES WHO HAVE REMOVED A SINGLE IOTA OF PROPERTY FROM THE ESTATES SINCE THE DATE OF SHIRLEY'S DEATH TO PRESENT TO RETURN ALL ITEMS AND LIST ANY ITEMS THAT HAVE BEEN SOLD, TRADED, ETC. FOR PROPER DISTRIBUTION TO THE PROPER BENEFICIARIES.



II. TO COMPEL AND ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT.

III. TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD.

IV. TO ORDER IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION.

V. TO IMMEDIATELY CORRECT THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES

VI. TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT,



ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE

VII. TO ASSIGN GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE.

VIII. TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE.

IX. TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE.

X. TO RELEASE COPIES OF ALL DOCUMENTS AND RECORDS PERTAINING TO THE ESTATE OF SHIRLEY AND SIMON AND THOSE DOCUMENTS RELATED TO THE ENTITIES IN EXHIBIT 4 TO ELIOT IMMEDIATELY TO PREPARE FOR THE UPCOMING EVIDENTIARY HEARING AND AS DUE TO HIM BY LAW AS A BENEFICIARY.

XI. TO REMOVE TED FROM ANY FIDUCIARY CAPACITIES IN THE ESTATE FOR ACTS ALREADY DONE THAT BREACH FIDUCIARY DUTIES AND TRUST AND LAW.

XII. TO SEIZE THE RECORDS OF TSPA, TESCHER, SPALLINA, MANCERI AND TED.

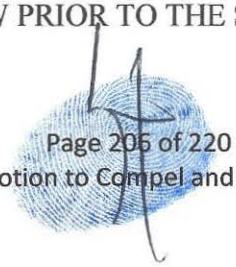
XIII. TO SECURE COUNSEL FOR ELIOT, HIS CHILDREN AND THE OTHER GRANDCHILDREN SO THAT THEY MAY BE PROPERLY REPRESENTED BY COUNSEL AT HEARINGS AND IN PLEADINGS IN THE FUTURE.



XIV. TO ORDER FORENSIC EXPERTS TO EXAMINE ALL DOCUMENTS AND RECORDS IN THE ESTATES OF BOTH SHIRLEY AND SIMON AS THEY RELATE TO SHIRLEY AND FORCE THE PARTIES WHO HAVE CREATED THIS MESS THROUGH CRIMINAL ACTS UPON THIS COURT AND OTHERS TO PAY ALL EXPENSES TO COVER THE COSTS AND POST FURTHER BONDS AND SURETY AND ANY OTHER RELIEF YOUR HONOR SEES FIT TO PROTECT THE ESTATE AND ULTIMATE BENEFICIARIES FROM ANY OF THESE COSTS DUE TO THE ACTS OF OTHERS WHO COMMITTED THE CRIMES AND HAVE CAUSED DAMAGES TO THE BENEFICIARIES.

XV. TO DEMAND ALL INSURANCE AND BONDING INFORMATION AND POLICIES OF TSPA, SPALLINA, TESCHER, MANCERI, BAXLEY AND MORAN BE TURNED OVER TO ELIOT IMMEDIATELY AND DEMAND THAT THEY REPORT THESE MATTERS TO THEIR CARRIERS AND PROVIDE PROOF OF SUCH TO THIS COURT AND ELIOT. ELIOT IS SURPRISED THAT ATTORNEYS FOR COMPANIES BONDING OR INSURING THE LIABILITIES OF MORAN AND SPALLINA HAVE NOT APPEARED ALREADY IN THESE MATTERS AND HOW THEY WOULD ALLOW TSPA, TESCHER AND SPALLINA TO CONTINUE TO REPRESENT PARTIES AND THEMSELVES IN THESE MATTERS AFTER THEIR ADMISSION TO THEIR INVOLVEMENT IN FRAUD, FRAUD ON THE COURT AND MORE.

XVI. TO RELEASE ALL COURT DOCUMENTS AND RECORDS IN THESE MATTERS TO ELIOT THAT MAY NOT APPEAR IN THE PUBLIC DOCKET FOR INSPECTION AND REVIEW PRIOR TO THE SCHEDULED EVIDENTIARY



HEARING, AS IT WAS APPARENT THAT YOUR HONOR WAS LOOKING AT DOCUMENTS IN THE COURT FILE AT THE HEARING THAT ELIOT DID NOT THINK HE HAD BEEN PRIVY TO FROM THE PUBLIC RECORD. THAT ANY CORRESPONDENCES THE COURT FINDS CONFIDENTIAL IN ANY MANNER NEED BE IDENTIFIED AND MARKED AS EXCLUDED DUE TO THEIR CONFIDENTIALITY.

XVII. **TO REVIEW ALL PRIOR MOTIONS AND PETITIONS 1-7 AND REVIEW ALL RELIEFS SOUGHT BY ELIOT IN EACH AND TAKE JUDICIAL NOTICE OF THE FELONY CRIMINAL ACTS ADMITTED AND ACKNOWLEDGED IN THE MATTERS AND GRANT OR DENY EACH AND EVERY REQUESTED RELIEF THAT HAS BEEN STYMIED AND DELAYED THUS FAR IN PETITIONS 1-7 FOR MONTHS.**

XVIII. **TO GRANT IMMEDIATE EMERGENCY INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT AS DESCRIBED HEREIN AND IN PETITION 7.**

XIX. **TO TAKE JUDICIAL NOTICE OF THE FELONY CRIMES COMMITTED AND NOTIFY ALL PROPER AUTHORITIES TO BEGIN IMMEDIATE INVESTIGATIONS OF, FRAUD, FRAUD ON THE COURT, IDENTITY THEFT, PERJURY, INSURANCE FRAUD, THEFT OF PERSONAL PROPERTY, FORGERY AND MURDER AND ANY OTHER CRIME YOUR HONOR FINDS THROUGH HIS OWN INVESTIGATION OF THESE MATTERS.**

XX. TO FORCE ALL RESPONDENTS TO RESPOND TO THE PETITIONS 1-7 AND THIS ONE AND



XXI. TO ORDER ANY OTHER RELIEF THIS COURT AND YOUR HONOR DEEM APPROPRIATE.

NOTE TO COURT: All Uniform Resource Locators (URL's) and the contents of those URL's are incorporated in entirety by reference herein to be included in your hard copy file WITH ALL EXHIBITS, as part of this filing. Due to allegations alleged by former New York State Supreme Court Attorney and Attorney Misconduct Expert, Whistleblower Christine C. Anderson regarding Document Destruction in Official Court and Prosecutorial Proceedings and Tampering with Official Complaints and Records, please PRINT all referenced URL's and their corresponding exhibits and attach them to your hard copy file of this Correspondence, as this is now necessary to ensure fair and impartial review and insure that documents are not being tampered with in transit or in-house. Further, new evidence in the Iviewit RICO shows that Senior Ranking Officials of the New York Supreme Court and its Disciplinary Departments violated Anderson and the Plaintiffs in the legally related lawsuits by Federal Judge Shira A. Scheindlin to Anderson, rights, by Violations of the Patriot Act against them in efforts to "Obstruct Justice" and further MISUSED FUNDS AND RESOURCES OF THE JOINT TERRORISM TASK FORCE TO MONITOR THEM DAILY, INTERFERE WITH THEIR LEGAL CASES AND CRIMINAL COMPLAINTS, DENY THEM DUE PROCESS and more.

In order to confirm that NO DOCUMENT DESTRUCTION OR ALTERCATIONS have occurred in this instance, once docketed please return a copy of this correspondence with all exhibits and materials included, to Eliot I. Bernstein at the address listed herein. This will insure that all parties are reviewing the same documentation and no additional illegal activity is taking place. If you, for any reason, are incapable of providing this confirmation copy, please put your reasons for failure to comply in writing and send that to Eliot I. Bernstein at the address listed herein. Note, that this is a request only for a copy of this Correspondence and the referenced materials and NOT a request for any Case Investigation or protected or confidential information, which may be protected by law.

Respectfully submitted,

Dated: Palm Beach County, FL

_____, 2013

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

PROOF OF SERVICE BY E-MAIL

I, Eliot Ivan Bernstein, the Petitioner certify that on 28th day of August, 2013 I served this notice of motion by emailing a copy to all of the following:

Respondents sent US Mail and Email

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035
Lisa@friedsteins.com
lisa.friedstein@gmail.com

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com
Iantoni_jill@ne.bah.com

Pamela Beth Simon

950 North Michigan Avenue
Suite 2603
Chicago, IL 60611
psimon@stpcorp.com

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

Mark R. Manceri and
Mark R. Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net

ALLEGED BENEFICIARIES/INTERESTED PARTIES

JOSHUA ENNIO ZANDER BERNSTEIN (MINOR)
JACOB NOAH ARCHIE BERNSTEIN (MINOR)
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (MINOR)
ALEXANDRA BERNSTEIN
ERIC BERNSTEIN
MICHAEL BERNSTEIN
MATTHEW LOGAN
MOLLY NORAH SIMON
JULIA IANTONI (MINOR)
MAX FRIEDSTEIN (MINOR)
CARLY FRIEDSTEIN (MINOR)

Dated: Palm Beach County, FL

_____, 2013

X _____
Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

EXHIBIT 1 - SIMON FULL WAIVER

Document alleged signed on 4/9/2012 not filed allegedly until 10/24/2012, a month after Simon was deceased on 9/13/2012. Why was the document not filed for six months after SIMON allegedly signed?

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011000653XXXX SB

Probate Division

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED
2012 OCT 24 PM 1:31

PETITION FOR DISCHARGE
(full waiver)

Judge Colin court rules require that all Waivers need to be notarized and this Waiver is not, "all waivers, consents, renunciations and receipt of assets must be notarized."

Petitioner, SIMON BERNSTEIN, as personal representative of the above estate, alleges:

1. The decedent, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, and Letters of Administration were issued to petitioner on February 10, 2011.

That in April 2012 this was not true as Simon had not settled the estate.

2. Petitioner has fully administered this estate by making payment, settlement, or other disposition of all claims and debts that were presented, and by paying or making provision for the payment of all taxes and expenses of administration.

This is untrue on 4/9/12 as State of Florida tax forms were not submitted until October 2012

3. Petitioner has filed all required estate tax returns with the Internal Revenue Service and with the Department of Revenue of the State of Florida, and has obtained and filed, or file herewith, evidence of the satisfaction of this estate's obligations for both federal and Florida estate taxes, if any.

4. The only persons, other than petitioner, having an interest in this proceeding, and their respective addresses are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	spouse	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult

Pamela B. Simon	950 North Michigan Avenue Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult

Simon on 4/9/2012 cannot state the waivers and receipts were signed by all interested parties at that time, since Eliot was the first to sign a waiver and signed it on May 15, 2012. Jill Iantoni did not sign one until after Simon deceased in October 2012.

5. Petitioner, pursuant to Section 731.302 of the Florida Probate Code, and as permitted by Fla. Prob. R. 5.400(f), files herewith waivers and receipts signed by all interested persons:

On 4/9/2012 Simon could not have acknowledged that all parties were aware of their rights under 5 a,b,c,d,e,f,g and h, as none of the interested parties had got waivers until 5/10/2012 or after and some interested parties did not submit a waiver until after Simon had passed.

(a) acknowledging that they are aware of the right to have a final accounting;

(b) waiving the filing and service of a final accounting;

(c) waiving the inclusion in this petition of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers or other agents employed by the personal representative and the manner of determining that compensation;

(d) acknowledging that they have actual knowledge of the amount and manner of determining compensation of the personal representative, attorneys, accountants, appraisers, or other agents, and agreeing to the amount and manner of determining such compensation, and waiving any objections to the payment of such compensation;

(e) waiving the inclusion in this petition of a plan of distribution;

(f) waiving service of this petition and all notice thereof;

(g) acknowledging receipt of complete distribution of the share of the estate to which they are entitled; and

(h) consenting to the entry of an order discharging petitioner, as personal representative, without notice, hearing or waiting period and without further accounting.

Petitioner requests that an order be entered discharging petitioner as personal representative of this estate and releasing the surety on any bond which petitioner may have posted in this proceeding from any liability on it.

Simon never lied on a sworn statement in his life, why would he start here?

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on April 9, 2012.

Personal Representative

SIMON L. BERNSTEIN

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\estate Bernstein, Shirley\Pleadings-Closing Pleadings Documents Pet.wpd

Note Law Firm Marking and File #

NO NOTARY AS REQUIRED BY JUDGE COLIN RULES.

Note Bar Form #

Note Bar Logo

Bar Form No. P-5.0550
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Reviewed October 1, 1998

EXHIBIT 2 - DOCUMENTS LEGALLY DEFECTIVE IN THE ESTATES

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

2011 FEB 10 AM 9:14
SHARON R. BOCK
PALM BEACH
SOUTH CTY FL

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, SIMON L. BERNSTEIN (Affiant), state under oath that:

1. I have been appointed personal representative of the estate of SHIRLEY BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 7020 Lions Head Lane, Boca Raton, FL 33496, and my post office address is the same.

4. I hereby designate Robert L. Spallina, Esquire, who is a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as my agent for the service of process or notice in any action against me, either in my representative capacity, or personally, if the personal action accrued in the administration of the estate.

Moran fails to identify that Simon appeared and either was know or produced identification

SIMON L. BERNSTEIN, Affiant

Sworn to and subscribed to before me on February 9, 2011, by Affiant, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Notary Public State of Florida

Bar Form No. P-3.0600
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

Document alleged signed on 4/9/2012 not filed allegedly until 10/24/2012. Simon deceased on 9/13/2012.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011000653XXXX SB

Probate Division

2012 OCT 24 PM 1:31

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

PETITION FOR DISCHARGE
(full waiver)

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Petitioner, SIMON BERNSTEIN, as personal representative of the above estate, alleges:

1. The decedent, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, and Letters of Administration were issued to petitioner on February 10, 2011.

2. Petitioner has fully administered this estate by making payment, settlement, or other disposition of all claims and debts that were presented, and by paying or making provision for the payment of all taxes and expenses of administration.

This is untrue on 4/9/12 as State of Florida tax forms were not submitted until October 2012

3. Petitioner has filed all required estate tax returns with the Internal Revenue Service and with the Department of Revenue of the State of Florida, and has obtained and filed, or file herewith, evidence of the satisfaction of this estate's obligations for both federal and Florida estate taxes, if any.

4. The only persons, other than petitioner, having an interest in this proceeding, and their respective addresses are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
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Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult

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(a) acknowledging that they are aware of the right to have a final accounting;

(b) waiving the filing and service of a final accounting;

(c) waiving the inclusion in this petition of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers or other agents employed by the personal representative and the manner of determining that compensation;

(d) acknowledging that they have actual knowledge of the amount and manner of determining compensation of the personal representative, attorneys, accountants, appraisers, or other agents, and agreeing to the amount and manner of determining such compensation, and waiving any objections to the payment of such compensation;

(e) waiving the inclusion in this petition of a plan of distribution;

(f) waiving service of this petition and all notice thereof;

(g) acknowledging receipt of complete distribution of the share of the estate to which they are entitled; and

(h) consenting to the entry of an order discharging petitioner, as personal representative, without notice, hearing or waiting period and without further accounting.

Petitioner requests that an order be entered discharging petitioner as personal representative of this estate and releasing the surety on any bond which petitioner may have posted in this proceeding from any liability on it.

Simon never lied on a sworn statement in his life, why would he start here?

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on April 9, 2012.

Personal Representative

SIMON L. BERNSTEIN

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By:
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\Letters Bernstein, Shirley\Pleadings-Closing Pleadings-Discharge Pet.wpd

Note Law Firm Marking and File #

NO NOTARY AS REQUIRED BY JUDGE COLIN RULES.

Note Bar Form #

Note Bar Logo

Bar Form No. P-5.0550
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Reviewed October 1, 1998

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

That Spallina should not be Witnessing documents that he prepared and his direct interests in, as he becomes alleged Personal Representative.

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 25 day of July, 2012:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Kimberly Moran
Address: Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Lindsay Baxley
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

Fails to state if Simon appeared before her and either was known to her or Produced ID.

Simon does not initial this page of the alleged Amended Trust.

502012CP004391XXXXSB

I2

WILL OF

SIMON L. BERNSTEIN

2012 OCT -2 AM 9:32

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

LAW OFFICES

TESCHER & SPALLINA, P.A.

CFN 20120398293, OR BK 25507 PG 1559,RECORDED 10/05/2012 10:40:46
Sharon R. Bock,CLERK & COMPTROLLER, Palm Beach County, NUM OF PAGES 9

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 24 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 24 day of July, 2012.

[Witness Signature] residing at ROBERT L. SPALLINA 7387 WISTERIA AVENUE PARKLAND, FL 33076 [Witness Address]

[Witness Address]

Kimberly Moran [Witness Signature] residing at Kimberly Moran 6362 Las Flores Drive Boca Raton, FL 33433 [Witness Address]

[Witness Address]

Spallina should not be Witnessing documents that he prepared and has interests in.

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

Witness

Kimberly Moran

Witness

Robert Spallina should not be witnessing documents he has interests in that he drafted.

Simon, Spallina and Moran are not verified to have appeared on this day and produced identification or were known to Baxley

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased. IZ

2012 OCT -2 AM 9:32
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

NOTICE OF TRUST

SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, who died on September 13, 2012, was the settlor of a trust entitled: SIMON L. BERNSTEIN TRUST AGREEMENT dated July 25, 2012, which is a trust described in Section 733.707(3) of the Florida Statutes, and is liable for the expenses of the administration of the decedent's estate and enforceable claims of the decedent's creditors to the extent the decedent's estate is insufficient to pay them, as provided in Section 733.607(2) of the Florida Statutes.

The name and address of the Trustees are set forth below.

The clerk shall file and index this Notice of Trust in the same manner as a caveat, unless there exists a probate proceeding for the settlor's estate in which case this Notice of Trust must be filed in the probate proceeding and the clerk shall send a copy to the personal representative.

Signed on 9/27/12, 2012.

ROBERT L. SPALLINA, Co-Trustee
7387 Wisteria Avenue
Parkland, FL 33076

DONALD R. TESCHER, Co-Trustee
2600 Whispering Oaks Lane
Delray Beach, FL 33445

Copy mailed to attorney for the Personal Representative on

CLERK OF THE CIRCUIT COURT

By:_____

MUST BE FILED IN DUPLICATE

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

Deceased. IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED
2012 OCT -2 AM 9:32

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, ROBERT L. SPALLINA (Affiant), state under oath that:

1. I have been appointed co-personal representative of the estate of SIMON L. BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 7387 Wisteria Avenue, Parkland, FL 33076, and my post office address is 4855 Technology Way, Suite 720, Boca Raton, FL 33431.

4. I designate myself, a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, together with my partner, DONALD R. TESCHER, ESQ., a member of The Florida Bar, a resident of Palm Beach County, Florida, whose place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445 and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as agents for the service of process or notice in any action against us, either in our representative capacity, or personally, if the personal action accrued in the administration of the estate.

Date is changed and not initialized or properly marked as to who changed it and what year was changed

ROBERT L. SPALLINA, Affiant

Sworn to and subscribed to before me on September 28, 2012 by Affiant, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 28, 2016
#EE 156021
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Kimberly Moran
Notary Public State of Florida

Bar Form No. P-3.0600
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased. I2

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED
2012 OCT -2 AM 9:32

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, DONALD R. TESCHER (Affiant), state under oath that:

1. I have been appointed co-personal representative of the estate of SIMON L. BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445, and my post office address is 4855 Technology Way, Suite 720, Boca Raton, FL 33431.

4. I designate myself, a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, together with my partner, ROBERT L. SPALLINA, ESQ., a member of The Florida Bar, a resident of Palm Beach County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as agents for the service of process or notice in any action against us, either in our representative capacity, or personally, if the personal action accrued in the administration of the estate.

Change to date not initialized and unclear what year is cut out.

DONALD R. TESCHER, Affiant

Sworn to and subscribed to before me on October 1, 2012, by Affiant, who is personally known to me or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 28, 2016
#EE 156021
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

(Affix Notarial Seal)

Notary Public State of Florida

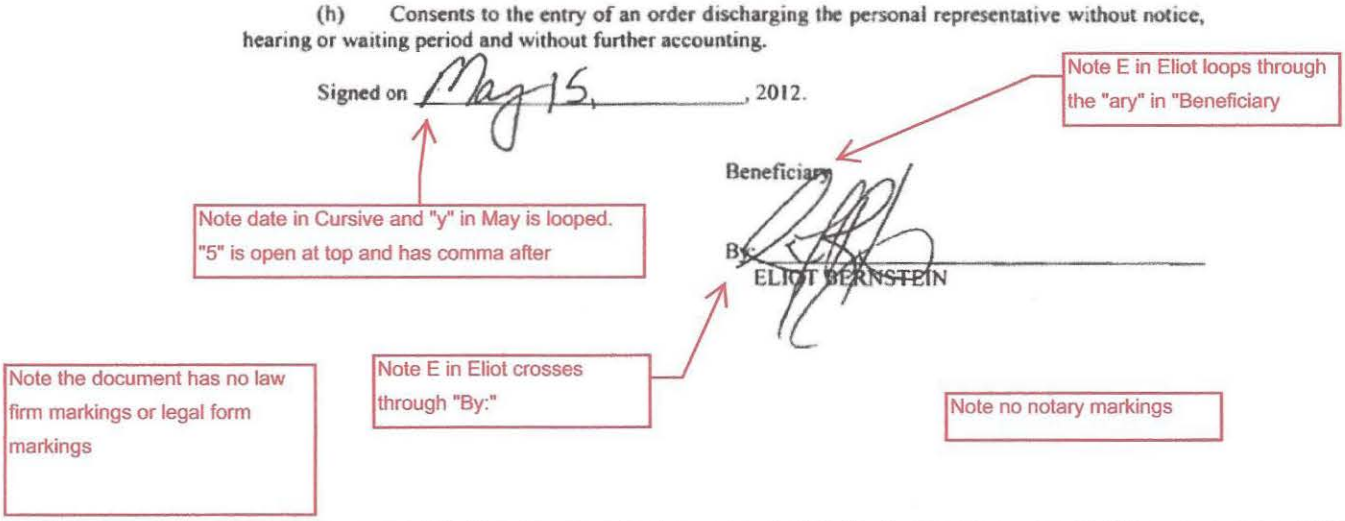
Appears that neither verification was checked.

Bar Form No. P-3.0600
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

PRIMA FACIE EVIDENCE OF FORGERY AND FRAUD AND MORE IN SIGNATURES AND DATES FOR SIMON AND ELIOT WAIVERS

May 15, 2012 Alleged Signature of Eliot Bernstein. In the un-notarized Waiver the date is in cursive and on the notarized Waiver the signature is in Print making the two Waivers wholly dissimilar. The E in the signature for Eliot in the un-notarized Waiver crosses through the word "By:" and in the notarized document it does not strike through the word "By:" making these wholly dissimilar signatures. Note, Eliot never met Kimberly Moran nor notarized any documents with her. Therefore, Moran did not just affix a stamp to the alleged original Waiver, Moran instead recreated the Waiver and added the date, forged the signature and therefore these are dissimilar Waivers and Prima Facie evidence of Forgery and Fraud. As these Waivers were submitted to the Probate court constitutes alleged Fraud on the Court and more.

UN-NOTARIZED WAIVER SIGNATURE AND DATE



(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, , 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

Note E in Eliot loops through the "ary" in "Beneficiary

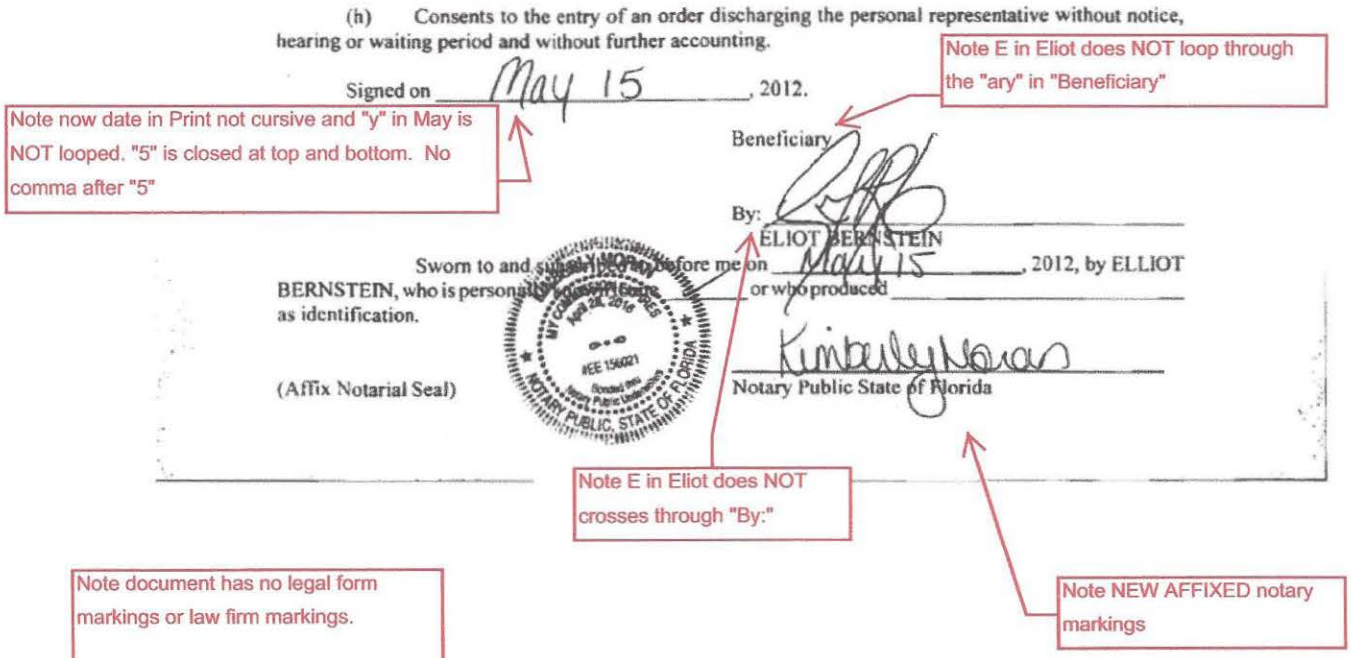
Note date in Cursive and "y" in May is looped. "5" is open at top and has comma after

Note the document has no law firm markings or legal form markings

Note E in Eliot crosses through "By:"

Note no notary markings

NOTARIZED WAIVER SIGNATURE AND DATE



(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, , 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

Sworn to and subscribed before me on May 15, , 2012, by ELLIOT BERNSTEIN, who is personally known or who produced _____ as identification.

(Affix Notarial Seal)

Notary Public State of Florida

Note E in Eliot does NOT loop through the "ary" in "Beneficiary"

Note now date in Print not cursive and "y" in May is NOT looped. "5" is closed at top and bottom. No comma after "5"

Note E in Eliot does NOT crosses through "By:"

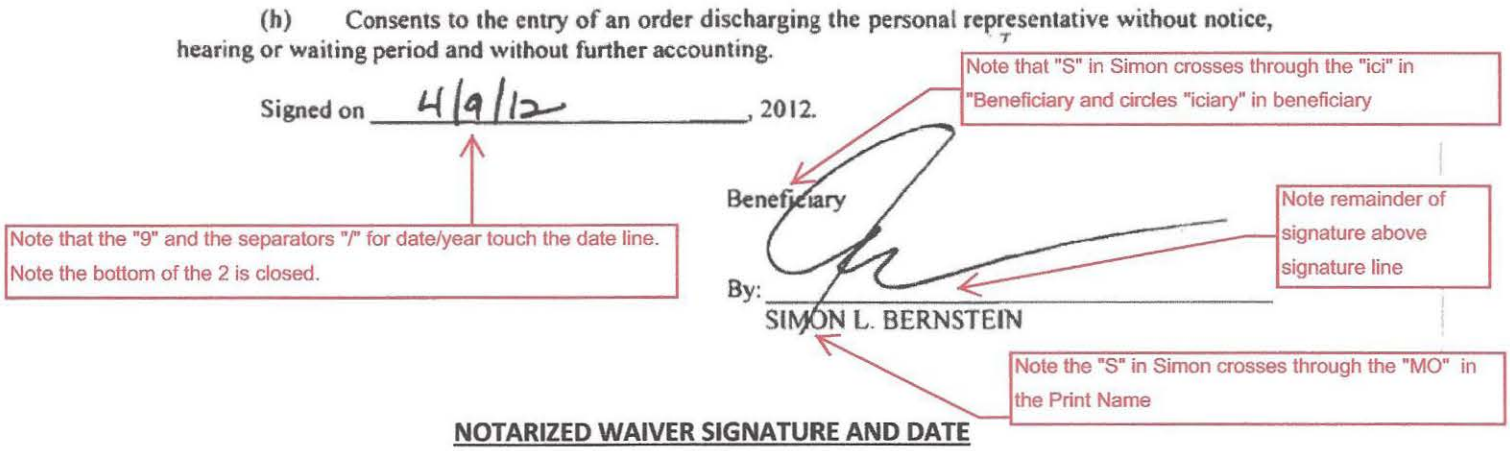
Note document has no legal form markings or law firm markings.

Note NEW AFFIXED notary markings

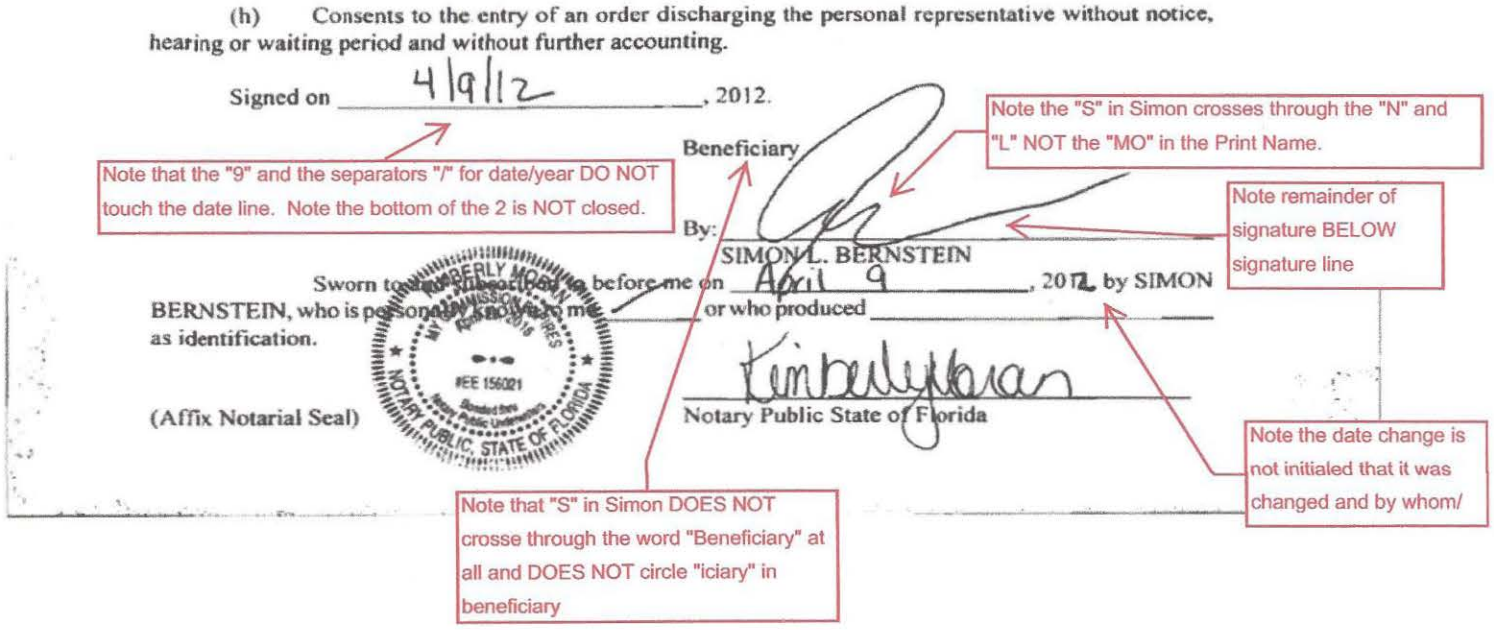
April 09, 2012 Alleged Signature of Simon Bernstein. Note, in the un-notarized document the date number 9 crosses the date line and the two separators // for day/year cross the date line, in the notarized document the entire date and separators never cross the date line, indicating these are wholly dissimilar documents regarding the date. That in the un-notarized document date, the 2 in the year 12 is closed at the bottom and in the notarized document the 2 is open at the bottom, making them appear dissimilar documents. That the Signature of Simon appears wholly dissimilar as the S in Simon in the un-notarized waiver crosses through the word "Beneficiary" and in the notarized Waiver it never touches the word "beneficiary." The S in Simon in the un-notarized Waiver never touches the signature line and in the notarized Waiver the S rests on the signature line. That Simon was deceased in November 2012 when Moran notarized the Waiver at the Court's request and therefore this cannot be Simon's signature, especially if it is dissimilar to the alleged April 09, 2012 Waiver and the notarization took place in November 2012.

Therefore, Moran did not just affix a stamp to the alleged original document. Moran recreated the document and added the date and the signature and forged the signatures as that cannot be Simon's signature on the Notarized Document after he was deceased. Therefore, Moran did not just affix a stamp to the alleged original Waiver allegedly signed in April. Moran instead recreated the Waiver and added the date, forged the signature and therefore these are dissimilar Waivers and Prima Facie evidence of Forgery and Fraud. As the Waiver was submitted to the Probate court constitutes alleged Fraud on the Court and more. The Notary is also fraudulent as Simon could not have appeared on April 09, 2012.

UN-NOTARIZED WAIVER SIGNATURE AND DATE



NOTARIZED WAIVER SIGNATURE AND DATE



Additional Notes

1. The date inside the notarization of Simon and Eliot's Waivers are wholly forged as there was no notary stamp on the un-notarized documents.
2. That in Simon's notarization the crossed out 2 in 2012 in the notary section needs further analysis to determine what was crossed out and why no acknowledgement that change had been made.
3. That Candice and Eliot Bernstein on information and belief state that there was a handwritten note by Eliot on the bottom of his original Waiver with similar language to that sent in the email allegedly containing the Waiver signed. The original of all these documents is necessary to analyze for further evidence of forgery and fraud.
4. All documents lack any law firm marking or legal form service markings.

Note no Court Stamp!

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SHIRLEY BERNSTEIN, deceased, File Number 502011CP000653XXXXSB is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated May 20, 2008, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

A beneficiary of a Will or Codicil described above is not required to have an attorney or to file and document in order to receive the inheritance provided in that Will or Codicil.

Any interested person on whom a copy of this Notice of Administration is served who challenges the validity of the Will and/or Codicil, qualifications of the personal representative, venue, or jurisdiction of the court, is required to file any objection with the court following the form and procedure provided in the Florida Probate Rules WITHIN THE TIME REQUIRED BY LAW, which is on or before the date that is three (3) months after the date of service of a copy of the Notice of Administration on that person, or those objections are forever barred.

A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code WITHIN THE TIME REQUIRED BY LAW, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date of termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must be filed WITHIN THE TIME REQUIRED BY LAW, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

Note NO DATE and NO LAW FIRM OR FORM MARKINGS

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY, FL
SOUTH CITY DIVISION-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on OCTOBER 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

2012 OCT 24 PM 1:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY, FL
SOUTH CITY DIV. RECEIVED-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein

LISA S. FRIEDSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

MEMORANDUM

DATE: November 5, 2012

TO: Robert L. Spallina, Esq.

FROM: Astride Limouzin Case Manager, on behalf of -
This office does not provide legal advice
For procedural inquiries Tel. #561-274-1424

X	JUDGE MARTIN H. COLIN	Division - IY
	JUDGE JAMES L. MARTZ	Division - IZ
	JUDGE ROSEMARIE SCHER	Division - IX

CASE NUMBER: 50 2011CP000653XXXXSB — Estate of Shirley Bernstein

MATTER: Documents being returned — Order of discharge

___ Death certificate (CERTIFIED COPY) not submitted. F.S. §731.103, Probate Rule 5.205 & Probate Rule 5.171

___ Receipted bill for funeral expenses required *(Must be paid in full).*

___ Proof of will or codicil is required; it is not self-proved. Please review F.S. §732.502; 733.201; P.R. 5.210 & P.R. 5.230.

___ Order admitting will/ codicil/ and or appointing personal representative is either missing or incorrect. FS§733.201, R.5.210 &5.235

___ Petition and order designating a restricted depository, and acceptance is required FS §69.031 & FS §744.351(6).

___ Oath of Personal Representative, of Guardian or Administrator Ad Litem and designation of resident agent was not submitted or incorrect. Resident agent must sign the acceptance. (Rule 5.110, 5.120 and 5.320 committee notes).

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
COUNTY BRANCH-FILED
2012 NOV -6 AM 10:18

___ Proof of publication not submitted. Rule 5.241.

___ Statement regarding creditors not submitted. Probate Rule 5.241 (d).

___ Inventory not submitted. Probate Rule 5.340.

___ All claims must be satisfied, struck, or dismissed.

___ Final certificate of estate tax or affidavit of non-tax is not submitted. FS §198.26 & 193.28

___ All Beneficiaries must join in the petition or they must receive formal notice on the petition. FS §735.203 & Probate Rule 5.530(b).

XX Receipts for assets from all of the specific beneficiaries were not notarized.

___ Receipt of final accounting, service of petition for discharge and/or waiver from all residuary beneficiaries or qualified trust beneficiaries are required. See. R. 5.400. Attorney fees see FS §733.6171(6), 731.302, 731.303(1)(b) and Probate Rule 5.180(b). Committee notes (one person serving in two (2) fiduciary capacities may not waive or consent to the persons acts without the approval of those who the person represents).

___ Proof of service of the Objection to the Claims. FS §733.705(2), Probate Rule. 5.496 & Probate Rule 5.040.

___ Proof of Service of the Notice to Creditors to the Agency for Health Care Administration. FS §733.2121(d) & Probate Rule 5.241 (a).

___ For Lost/Destroyed Wills/Codicils please comply with FS § 733.207, 733.201(2) & Probate Rule 5.510

___ An 8:45 a.m. motion calendar hearing (limited to 5 mins) with notice to all interested parties is required. Notice must be at least five (5) business days (Tue, Wed and Thurs). Please verify suspension dates. Files must be order via the internet at http://15thcircuit.co.palm-beach.fl.us/web/guest/cadmin.

___ OTHER:

PLEASE RETURN A COPY OF THIS MEMORANDUM AND PROPOSE ORDERS WHEN REPLYING;
ADDRESS TO THE CLERK AND COMPTROLLER, 200 W ATLANTIC AVENUE, DELRAY BEACH, FL 33444

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

2012 NOV 19 PM 2:29

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on October 1, 2012.

Beneficiary

By: _____
JILL IANTONI

Sworn to and subscribed before me on October 1, 2012, by JILL IANTONI, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION EXPIRES
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

Sworn to and subscribed to before me on August 21, 2012, by LISA S. FRIEDSTEIN, ✓ personally known to me ____ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 28, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

Sworn to and subscribed before me on May 15, 2012, by ELLIOT BERNSTEIN, who is personally known ____ or who produced _____ as identification.

(Affix Notarial Seal)

MY COMMISSION EXPIRES April 28, 2016 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

Sworn to and subscribed to before me on August 8, 2012, by PAMELA B. SIMON, who is personally known to me ✓ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
Nov. 2, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

Sworn to, subscribed to before me on August 1 2012, 2012, by TED BERNSTEIN, who is personally known to me ___ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION # EE 156021
EXPIRES April 29, 2014
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

Sworn to and subscribed before me on April 9, 2012 by SIMON BERNSTEIN, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA
KIMBERLY MORAN
MY COMMISSION # EE 156021
EXPIRES April 9, 2016
Bonded thru Notary Public Underwriters

_____
Notary Public State of Florida

EXHIBIT 3 - AFFIDAVITS AND UN-NOTARIZED WAIVERS

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN,	PROBATE DIVISION
Deceased.	CASE NO: 502011CP000653XXXXSB
/	
ELIOT IVAN BERNSTEIN, PRO SE	DIVISION: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

/

NOTICE OF FILING

PLEASE TAKE NOTICE that the following originals, copies of which are attached hereto, have been filed of record with the Clerk of this Court.

1. Original Affidavit of Ted S. Bernstein dated September 12, 2013.
2. Original Affidavit of Jill Iantoni dated September 11, 2013.
3. Original Affidavit of Pamela B. Simon dated September 12, 2013.
4. Original Affidavit of Lisa S. Friedstein dated September 11, 2013.

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. mail to all parties on the following Service List, this 16th day of September, 2013.

_____
Mark R. Manceri, Esq.

SERVICE LIST

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF TED S. BERNSTEIN

Before me, the undersigned Notary, personally appeared TED S. BERNSTEIN, who, after being duly sworn under oath, deposes and states:

1. I am an adult son of Shirley Bernstein and reside at 880 Berkeley Street, Boca Raton, FL 33487.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 12 day of September, 2013.

TED S. BERNSTEIN, Affiant

In other words, the notarized Waivers submitted to the Court were FORGED and NOT signed by TED, PAM, JILL and LISA. This directly contradicts MORAN statement to Governor that documents were identical and SPALLINA claim of same in the September 13, 2013 hearing.

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **TED S. BERNSTEIN**, personally known to me or _____ provided the following identification _____, to be the person described in and who executed the foregoing Affidavit, and he acknowledged under oath before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 12 day of September 2013.

(SEAL)

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

2012 OCT 24 PM 1:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY FL
SOUTH CITY RECEIVED-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

Ted is not nor ever was a beneficiary of Shirley's estate.

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton. Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

EXHIBIT A

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF JILL IANTONI

Before me, the undersigned Notary, personally appeared JILL IANTONI, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2101 Magnolia Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on October 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 11 day of September, 2013.

Jill Iantoni

JILL IANTONI, Affiant

In other words, the notarized Waivers submitted to the Court were FORGED and NOT signed by TED, PAM, JILL and LISA. This directly contradicts MORAN statement to Governor that documents were identical and SPALLINA claim of same in the September 13, 2013 hearing.

STATE OF ILLINOIS

COUNTY OF Lake

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **JILL IANTONI**, personally known to me or ____ provided the following identification DL, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 12 day of Sept, 2013.

(SEAL) NOTARY PUBLIC

OFFICIAL SEAL
NADIA GABRIEL
Notary Public - State of Illinois
My Commission Expires Oct 9, 2015

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

2012 OCT 24 PM 1:31
SHARON R. BOCK
CLERK
PALM BEACH COUNTY, FL
SOUTH CITY
RECEIVED-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on October 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

EXHIBIT "A"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF PAMELA B. SIMON

Before me, the undersigned Notary, personally appeared PAMELA B. SIMON, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 950 North Michigan Avenue, Suite 2603, Chicago, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 8, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 12th day of September, 2013.

PAMELA B. SIMON, Affiant

In other words, the notarized Waivers submitted to the Court were FORGED and NOT signed by TED, PAM, JILL and LISA. This directly contradicts MORAN statement to Governor that documents were identical and SPALLINA claim of same in the September 13, 2013 hearing.

STATE OF ILLINOIS

COUNTY OF Cook

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **PAMELA B. SIMON**, personally known to me or x x provided the following identification x x x x x x x, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 12th day of September, 2013.

CHERYL MARIE SYCHOWSKI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 08, 2016

(SEAL)

Cheryl Marie Sychowski
NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

Pam is not nor ever was a beneficiary of Shirley's estate.

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

EXHIBIT "A"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF LISA S. FRIEDSTEIN

Before me, the undersigned Notary, personally appeared LISA S. FRIEDSTEIN, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2142 Churchill Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 21, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 11 day of September, 2013.

LISA S. FRIEDSTEIN, Affiant

In other words, the notarized Waivers submitted to the Court were FORGED and NOT signed by TED, PAM, JILL and LISA. This directly contradicts MORAN statement to Governor that documents were identical and SPALLINA claim of same in the September 13, 2013 hearing.

STATE OF ILLINOIS

COUNTY OF Lake

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **LISA S. FRIEDSTEIN**, personally known to me or X provided the following identification drivers license, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 11 day of September 2013.

OFFICIAL SEAL
SONJA PATRICK
Notary Public - State of Illinois
My Commission Expires Oct 28, 2014

(SEAL)

NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY, FL
SOUTH CITY
FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

EXHIBIT "A"

EXHIBIT 4 - LIST OF DEMANDED DOCUMENTS

BUSINESS ENTITIES

1. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements and accountings.
2. All accountings for Simon Bernstein and generated income from renewals and payments paid to him and his business entities accountings and banking including but not limited to:

i. Bernstein Holdings, LLC
ii. Bernstein Family Investments, LLLP
iii. Bernstein Family Realty, LLC
iv. LIC Holdings Inc.
v. Life Insurance Concepts
vi. Life Insurance Concepts (LIC)
vii. Life Insurance Concepts, LLC
viii. Life Insurance Concepts, Inc.
ix. Life Insurance Connection Inc.
x. Life Insurance Innovations, Inc.
xi. Total Brokerage Solutions, LLC
xii. Telenet Systems
xiii. Arbitrage International Marketing Inc.
xiv. Arbitrage International Management, LLC
xv. National Service Association Inc.
xvi. National Service Corporation (Florida)
xvii. Cambridge Financing Company
xviii. Shirley Bernstein Family Foundation Inc. and Debbie Bernstein's involvement
xix. Simon and Shirley Bernstein (company or Foundation?)
xx. Don Teschers involvement with Ted and Deborah (Debbie) Family Foundation Inc.,
xxi. Don Teschers involvement with Ted & Deborah (Debbie)Family Foundation Inc.,
xxii. Bernstein Family Foundation
xxiii. Iviewit Holdings, Inc. – DL
xxiv. Iviewit Holdings, Inc. – DL (yes, two identically named Delaware companies)
xxv. Iviewit Holdings, Inc. – FL (yes, three identically named companies)
xxvi. Iviewit Technologies, Inc. – DL
xxvii. Uviewit Holdings, Inc. - DL
xxviii. Uview.com, Inc. – DL
xxix. Iviewit.com, Inc. – FL
xxx. Iviewit.com, Inc. – DL
xxxi. I.C., Inc. – FL
xxxii. Iviewit.com LLC – DL
xxxiii. Iviewit LLC – DL

xxxiv. Iviewit Corporation – FL
xxxv. Iviewit, Inc. – FL
xxxvi. Iviewit, Inc. – DL
xxxvii. Iviewit Corporation

xxxviii Records from Accounting firm
Goldstein Lewin / CBIZ

ESTATE DOCUMENTS

3. ALL ESTATE DOCUMENTS OF SIMON AND SHIRLEY OWED TO ELIOT AS BENEFICIARY OR GUARDIAN/TRUSTEE FOR MINOR CHILDREN BENEFICIARIES that are legally past due and suppressed and denied by estate counsel, personal representatives and alleged trustees of the estates
4. All documents and accounting for Simon Bernstein Will and Trust dated May 20,2008
5. All Attorneys Fees Statements from beginning to current for both Simon and Shirley Estates and Trusts and Legal Fees for Stansbury Case for Simon and Shirley
6. All Banking and Balances for all Estate Assets including Business Entities, Individually and TOD'S, POD's and FBO's
7. All Investment Accounts for all Estate Assets including Business Entities, Individually and TOD'S, POD's and FBO's
8. All trust documents and business entities relating to Simon, Shirley, Eliot, Josh, Jake and Danny
9. All accounting for Saint Andrews Club Membership required for 7020 Lions Head Lane
10. All records for "Simon Bernstein Irrevocable Life Trust 2006"
11. Trust Accounting and Assets for "Simon L. Bernstein Amended and Restated Trust Agreement" dated July 25, 2012
12. Trust Accounting and Assets for "Shirley Bernstein Trust Agreement" dated May 20, 2008
13. All trust accountings for the Marital and Family Trust Shirley
14. All trust accountings for the Marital and Family Trust Simon
15. TITLE for 2013 Kia Soul given as a birthday gift to Josh Bernstein from Simon Bernstein on August 26, 2012 as birthday gift. The car remains in the estate uninsured and untitled
16. Accounting for "Bernstein Family Realty, LLC" dated June 30, 2008
17. All correspondence with Walt Sahm, loan holder
18. Accounting of "Limited Partnership of Bernstein Family Investments, LLLP" dated May 20, 2008
19. Accounting for "Bernstein Holdings, LLC" dated May 20, 2008.
20. Claims filed in the Estates and all correspondences, including but not limited to, William Stansbury
21. All corporate information regarding Telenet Systems, including but not limited to, correspondence and letters written to Scott Banks in regards to Telenet Systems and any business plans, agreements or any other record, including all financial transactions
22. Exempt Property Petitions filed in the Estates of Simon and Shirley.

23. Personal property inventories for Simon and Shirley.
24. Inventory for the Estates of Shirley Bernstein
25. Inventory for the Estate of Simon Bernstein
26. The "Eliot Bernstein Family Trust" documents and Accountings
27. Trust Accountings for any Trusts that Josh, Jake and Danny are a beneficiary, whether qualified or contingent
28. Accounting, Inventories and Allocation of the tangible personal property of Shirley and Simon Bernstein, including but not limited to, Jewelry, Fine Art, Home furnishings, clothing, family pictures, contents of safety deposit boxes and safes, office documents, computers, hard drives and business contracts
29. All documents relating to the life insurance policies owned by Shirley and Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;
30. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements and accountings
31. Please provide a status and accountings of the ongoing litigation involving Stanford;
32. Please provide a status of the Iviewit company stock
33. Please provide information regarding the contents of the Condo and who is in possession.
34. Please provide ALL attorney and other professional or fiduciary accountings and billings for Shirley and Simon Estates
35. All homeowners insurance and any policies insuring any assets of the estates of SIMON and SHIRLEY.
36. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and Daniel.
37. All information regarding the automobile of Simon Bernstein, a Porsche Panorama and records, lease papers, sale information, etc. Provide the name of any drivers of the vehicle and time and dates the vehicle has been used, mileage, etc. since Simon's passing

EXHIBIT 5 - SEPTEMBER 27, 2013 – OCTOBER 07, 2013 LETTER EXCHANGE ELIOT AND OPPENHEIMER

Eliot Bernstein

From: Eliot Bernstein <iviewit@gmail.com>
Sent: Monday, October 7, 2013 1:01 PM
To: 'Craig, Janet'; 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Cc: 'tourcandy@gmail.com'; 'Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com)'; 'Worth, Hunt'; Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Yes I understand what you have said but I do not think you are listening carefully to what I have said, in that much of these transactions can be construed as part of a larger fraud and where Spallina is involved in documents in the estate that are admitted fraudulent and alleged forged, well, anything he was directing you to do and all documents tendered by him to you, are suspect at this time. Further, that both you and I were led to believe that Spallina would be replacing and replenishing the SCHOOL trusts that were used at his direction to pay living expenses and now that he is not living up to that unless I participate in fraudulent transactions in the estate, well you best work out with him these problems. There are also problems with his statements to the court regarding the transfer of the Legacy account and more to Oppenheimer that may indicate further fraud. Also, it was discovered at the hearing that Ted was not the trustee to the estate of Shirley as he claimed, as none had been elected since SIMON died as the PR and Trustee and no one informed the court of his death and filed documents as if he were alive so no successors were ever granted Letters and therefore any transfer of fiduciary to Ted or Spallina with this knowledge seems a breach of fiduciary duties and trust. I also recommended to you that you seek a court order for what you were doing with Spallina and Ted in attempting to close the accounts and transfer fiduciary titles and management titles and more and I have not signed any release papers until these matters can be rectified. Have you informed your legal department of the massive fiduciary liabilities that may result from these actions and do you have a contact for me to notify them as I do not think the legal department for Oppenheimer is copied on this email?

Again, as I do not have control over any of these accounts or trusts or Bernstein Family Realty LLC that you were in charge of as alleged trustee for my children, well, all I can say is that between the parties handling these trusts and matters as trustees or any other fiduciary role presumed, I would suggest you figure out together how to now protect the minor beneficiaries you have exposed to massive immediate life threatening risks and foreclosure (from incompetence and false statements to a note holder) in order to fulfill your fiduciary obligations legally and protect the beneficiaries you have exposed.

Please let me know as soon as possible regarding the requested information herein. Eliot

-----Original Message-----
From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Monday, October 7, 2013 11:15 AM
To: 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Cc: 'tourcandy@gmail.com'; 'Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com)'; Worth, Hunt
Subject: FW: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Eliot,

As I have told both you and Candice previously, there are no funds available in the boys' Trusts to pay any expenses. The only assets that remain in the Trust are the shares of Bernstein Family Realty LLC and LIC Holdings, neither of which are

liquid assets. I have been informed that no further funds will be coming to these Trusts and new Trusts will be set up for the boys once the Estate administration of your parents is allowed to proceed.

Please make other arrangements for the payment of these invoices.

Janet Craig, CTFA
Senior Vice President & Compliance Officer Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

-----Original Message-----
From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Friday, October 04, 2013 4:46 PM
To: Craig, Janet; Worth, Hunt
Cc: tourcandy@gmail.com; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Hi Janet and Hunt ~ I have attached in the pdf file the list of all the monthly bills and expenses for the children and invoices and receipts for each to be paid by the trustee of the three children's trust and Manager of Bernstein Family Realty LLC, which I believe is still you, I have received no paperwork to show any changes. The total amount we paid was $5,966.20 for reimbursement and there is now $27,000.39 outstanding bills that must be paid immediately in certain cases some are due within 72 hours (see report attached notes section on first page). As we are unclear of who is now in charge of the trusts and the LLC and how the changed occurred or why, please make sure that these get paid by whomever you designated and however you designated them, as far as I am concerned Oppenheimer still appear as the trustee and manager. I have sent you transcripts of a probate court hearing whereby SPALLINA and TED where told by the Judge that he should read them their Miranda Rights, based on the admitted and acknowledged crime of fraudulently notarized and forged documents in the estate, a fraud on the Court whereby my father Simon, who was deceased, notarized documents and closed an estate months after he passed. In light of this and the fact that you sent me unsigned trust agreements repeatedly and court orders on certain of the accounts authorizing Oppenheimer that are improperly notarized, well it is all starting to look a bit suspicious of what is going on. Further, we were contacted by Walt Sahm who has been owed interest on the home owned by Bernstein Family Realty LLC that you allegedly are Manager for and that has not been paid for months while you were in charge (similar to months that you let the home go without homeowners insurance, especially in light of Mr. Sahm's loan with Bernstein Family Realty LLC, forcing this man to get counsel and begin to foreclose on the home for interest unpaid and no one at Bernstein Family Realty LLC responding to his repeated oral and written demand for payment on his loan. As you can see from his letters attached from Mr. Sahm in the bill section of the attached PDF file he has been trying to get paid by SPALLINA and TED who claim instead to be Bernstein Family Realty LLC trustees for now several months to him, which contradicts your claim and it appears bizarre that you as trustee are not in possession and knowledge of this impending foreclosure and loan on the LLC you manage for the 3 minor children, all this appears furthered by your mismanagement as trustees. The other issues about using these school trust funds to pay living expenses until Spallina was to replenish and replace any funds and then your abandoning them when Spallina refused to repay the trusts seems also careless mismanagement but may also be construed as Willful, Wanton, Reckless, and Grossly Negligent behavior in disregard of law by alleged fiduciaries of the trusts, managers of the LLC and trust and LLC counsel. I am presuming that since you are taking orders from Spallina for unknown reasons in using the children's school trust funds that Tescher and Spallina P.A. authorized that you are also using them as your counsel in these matters, as they have authorized and directed you according to your letters on how to spend and manage the funds, etc. Since these bills are now coming past due from this month and last month and the refusal to replenish and replace them is causing a CRISIS, if these problems are not rectified instantly by the trustees of the trusts and managers of Bernstein Family Realty LLC, which until an unknown time was Oppenheimer we

will have to notify the Courts and criminal authorities of your further involvement in attempting to bleed these funds and leave three minor children without SCHOOL, LIVING EXPENSES and MORE based on your actions and in conjunction with Spallina and Ted Bernstein that are suspect and perhaps criminal.
Please let me know instantly what your intent is.

Thanks, Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. - DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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Sept 01-Sept 30

Expense	Vendor	Actual Billed	Amount Paid	Notes
Trust Pays Direct				
Pool	Aquatic Isles	$160.00		**PAST DUE 80**
Electric	FPL	$528.86		
Water	City of Boca	$229.50		
Landscape	CM Landscaping	$80.00		
School Boys Expenses				
Josh	St. Andrews	$2,337.25		
School Boys Expenses				
Jacob	St. Andrews	$2,377.00		
School Boys Expenses				
Danny	St. Andrews	$1,793.95		
Swordfish Lax		$1,100.00		
Josh Jake Israel				
Lacrosse		$8,000.00		Deposits Due / 4k Jake 4k Josh
Josh Jake Israel				
Lacrosse Expenses		$1,000.00		Travel monies
Cell Phone	Verizon	$463.66		
Cable+Phone	Comcast	$317.01		**62.00 PAST DUE**
Homeowners Ins	Massey			WHEN IS THIS DUE?
Providence Health				
Services		$35.00		Jake
Property Taxes				HAVE THESE BEEN PAID?
Taxes				HAVE THESE BEEN PAID?
Blue Cross Health				**OVERDUE DID TRUST NOT PAY LAST**
Insurance		$3,878.16		**MONTH?????? 1939.08**

				Interest on Bernstein Family Realty Home owed since June 03, 2013 and NOT PAID OR RESPONDED TO LOAN HOLDER!!!!! MAY CAUSE FORECLOSURE IF NOT INSTANTLY RECTIFIED BY MANAGER OF LLC MUST BE PAID IN 72 HOURS TO HOLD SPOT SEE EMAIL Josh college recruiting
Walter Sahm		$3,800.00		
National Invitational 175		$900.00		

Eliot Candice Paid

Auto Insurance	State Farm	$159.73	$159.73	
Home Supplies		$1,087.47	$1,087.47	
Gas Food Lodging		$3,372.84	$3,372.84	
Home Services	Gizella Housekeeping	$80.00	$80.00	
School Supplies		$197.39	$197.39	School Clothes Supplies new year
Sport Supplies		$140.02	$140.02	
Sports Supplies			$0.00	
SuperCuts		$18.00	$18.00	
Postage		$71.15	$71.15	
Volvo Maintenance		$33.45	$33.45	
Kids Cash/Ent Expenses		$197.64	$197.64	
Legal Expenses		$608.51	$608.51	
Total Expenses		**$32,966.59**	**$5,966.20**	

Trust Payments

Reimbursements	**$5,966.20**
Balance Bills To Be Paid By Trustee	$27,000.39

/ 27 41185311150311568825000000

Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:
FPL Care To Share $ _____

B 3,8 4118 5

AUTO **CO 3408
095885

THE BERNSTEIN FAMILY REALTY
LLC
2753 NW 34TH ST
BOCA RATON FL 33434-3459

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
53111-50311	$528.86	Oct 17 2013	$

Your electric statement

For: Aug 27 2013 to Sep 26 2013 (30 days)
Customer name: THE BERNSTEIN FAMILY REALTY
Service address: 2753 NW 34TH ST

Account number: 53111-50311

Statement date: Sep 26 2013
Next meter reading: Oct 25 2013

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
521.65	521.65 CR	0.00	0.00	528.86	**$528.86**	**Oct 17 2013**

Meter reading - Meter ACD7936

Current reading	20429
Previous reading	- 16087
kWh used	**4342**

Energy usage

	Last Year	This Year
kWh this month	3803	4342
Service days	28	30
kWh per day	136	145

****The electric service amount includes the following charges:**

Customer charge:	$7.24
Fuel:	$147.74
(First 1000 kWh at $0.026330)	
(Over 1000 kWh at $0.036330)	
Non-fuel:	$286.82
(First 1000 kWh at $0.058090)	
(Over 1000 kWh at $0.068440)	

Amount of your last bill	521.65
Payment received - Thank you	521.65 CR
Balance before new charges	$0.00

New charges (Rate: RS-1 RESIDENTIAL SERVICE)

Electric service amount	441.80**
Storm charge	4.65
Gross receipts tax	11.45
Franchise charge	26.56
Utility tax	36.58
Late payment charge	7.82
Total new charges	$528.86

Total amount you owe **$528.86**

- Payments received after **October 17, 2013** are considered late; a late payment charge, the greater of $5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Make saving energy and money your "pet project" and save up to $250 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/PetProject

MS 9-30-13
Ticket # 5 days
6541
3 days

Please have your account number ready when contacting FPL.

Customer service:	(561) 994-8227
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)
Online at:	**www.FPL.com**

9/22/13

Dear Clint and Candy (Candace),

As we discussed on Friday evening, my calling you makes me very uncomfortable. This situation would never have transpired had Si not passed away.

You confirm that he paid the first Renewal interest as of June 2012. The hand-written letter to Ted is self-explanatory. I forwarded the enclosed to him in early June 2013. He told me he wanted Regina (Si & Tescher (SP?). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiry asking in essence, what they are doing to honor this mortgage terms. Apparently Nothing!

For your edification, I've instructed Mr Cappeller to take No Action until we see if there is any movement on their part to honor the mortgage terms. What is a shame is that your mom put $90,000+ of renovations into your home & now this insane greedy intrafamilial in-fighting is occurring. I feel very badly for you both & for your family. Si & Shirley would be mortified.

Eventually, I'll have to take some action; however, it won't happen until I've given you a "heads-up" before doing so. I hope you get your problems legally resolved. What a bitch you're going through!

Best regards & wishes,
Walt Hahn for Pat Sahm
as well
(Cell) 561-373-1125
(H) 352-751-2632

6/3/13

Mr. Ted Bernstein, Pres
Life Insurance Concepts Inc
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

Copy

Dear Ted,

We hope that you, Debra and your family are all doing well and that all of your kids are staying forward in their academic and / or vocational pursuits. Jewel must be graduated from College by now.

If you'll recall, we spoke one evening before the Shiva re: what I was to do going forward in the protocol to be followed in future Mortgage Renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now handled by the attorneys for the Shirley and Simon Bernstein estates. So I sent the mortgage note Renewal to you AND, then, you'll send it on to the estate Representative? I'll presume that this is the case.

This is the next-to-last Renewal statement that we'll be sending. Next year, if not sooner, we'd like to have the BALLOON payment plus any accrued interest paid in full. Do you feel that Elliott and Candy will be able to obtain a MORTGAGE in SUCCESSION? It was originally Si's stated intention to utilize his and your mother's PERSONAL ANNUAL EXCLUSION payments to Candy, Elliott and their three children over two years to provide the $110,000 to retire the MORTGAGE BALANCE.

Perhaps you might shed some light on this issue. Are you now the Successor "Manager" of the Bernstein Family Realty, LLC? One last request, Ted. Would you have the estate Representative mail us a COPY of the current "PROOF OF INSURANCE"? Thanks for your attention to this Request. Stay healthy!

Best Wishes,
Walt

Pat Walt@embarqmail.com
(H) 352-751-2632

NC 159

CFN 20120143493
OR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of $110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF $110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

6/3/13

_____, Representative Copy

Bernstein Family Realty, LLC
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

RE: Second Anniversary of Mortgage and Promissory Note Amendment on Residence at 2253 N.W. 34th St., Boca Raton, FL Effective June 19, 2013.

Dear Sirs

Referencing the amendment to the original Note, we offer the (3) options:

1.) ☐ Pay the Loan Balance of $110,000 + (1) one year's interest ($110,000 X .035 = $3850 = $113,850);

2.) ☐ Pay the interest due for this renewal year only ($110,000 X .035 = $3850.

3.) ☐ Pay NO (ZERO) interest on principal this year and allow the interest to accrue and compound until the final balloon payment is due: June 19, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappella, who prepared the Mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing, Sign it and return a copy to me in the enclosed, self-addressed, stamped envelope? Please print your name clearly under your signature.

Thank you,

X _____ Mortgagor
Walter E. Sahm, Jr

X _____ Mortgagee
Patricia A. Sahm

X _____ Representative
_____ Print Name
Bernstein Family Realty, LLC

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Daniel E. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11983 fifth

AMOUNT DUE	$1793.95
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Daniel E. Bernstein		
		Balance Forward 8/1/2013	$1716.00	
8/16/2013	Payment	Check 25321		$1716.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$1716.00	
8/31/2013	Charge	Bookstore Charges	$77.95	
		Subtotal - Daniel E. Bernstein	**$1793.95**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 1793.95	$ 0.00	$ 0.00	$ 0.00	$ 1793.95

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13. PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Jacob N. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11987 ninth

AMOUNT DUE	$2377.00
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Jacob N. Bernstein		
		Balance Forward 8/1/2013	$2099.00	
8/16/2013	Payment	Check 25320		$2099.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$2099.00	
8/31/2013	Charge	Bookstore Charges	$278.00	
		Subtotal - Jacob N. Bernstein	**$2377.00**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 2377.00	$ 0.00	$ 0.00	$ 0.00	$ 2377.00

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13. PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Joshua E. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11988 eleventh

AMOUNT DUE	$2337.25
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Joshua E. Bernstein		
		Balance Forward 8/1/2013	$2099.00	
8/16/2013	Payment	Check 25319		$2099.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$2099.00	
8/31/2013	Charge	Bookstore Charges	$238.25	
		Subtotal - Joshua E. Bernstein	**$2337.25**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 2337.25	$ 0.00	$ 0.00	$ 0.00	$ 2337.25

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13. PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Shalom Mrs. Bernstein,

It was wonderful to connect, I am excited by your enthusiasm for this opportunity and I know it will be transformative and enriching for your boys in many ways.

Attached is an official letter and detailed look at the trip. I am confident that your sons will flourish in this experience where we will integrate top level lacrosse, service learning, and Jewish education.

Please send in the $500 deposits each to the New York Office, the address is on the letter. Thank you and feel free to call me for any reason, I look forward to coaching your sons.

Sincerely,

Noah

Shalom Aleichem,

Noah Miller, MS
Program Development Director
Israel Lacrosse Association

$ 500 FOR JOSH DEPOSIT

$ 500 FOR JAKE DEPOSIT

* DUE IMMEDIATELY TO HOLD SPOTS

BALANCE

$ 3500.00 FOR JOSH

$ 3500.00 FOR JAKE

MAIL TO ADDRESS IN NY ON LETTER

$500 DEPOSIT FOR JOSH
$500 DEPOSIT FOR JAKE
DUE IMMEDIATELY TO HOLD

$3500 BALANCE FOR JOSH
$3500 BALANCE FOR JAKE

From: Noah Miller [mailto:noah@lacrosse.co.il]
Sent: Thursday, September 26, 2013 5:13 PM
To: tourcandy@gmail.com
Subject: U-19 Team Israel Information

Shalom Mrs. Bernstein,

It was wonderful to connect, I am excited by your enthusiasm for this opportunity and I know it will be transformative and enriching for your boys in many ways.

Attached is an official letter and detailed look at the trip. I am confident that your sons will flourish in this experience where we will integrate top level lacrosse, service learning, and Jewish education.

Please send in the $500 deposits each to the New York Office, the address is on the letter. Thank you and feel free to call me for any reason, I look forward to coaching your sons.

Sincerely,

Noah

Shalom Aleichem,

Noah Miller, MS
Program Development Director
Israel Lacrosse Association

"Sport has the power to change the world…it has the power to inspire. It has the power to unite people in a way that little else does. It speaks to youth in a language they understand. Sport can create hope where once there was only despair." -Nelson Mandela

Donate Now to Noah Miller's efforts to facilitate social change through the sport of lacrosse.

From: Noah Miller [mailto:noah@lacrosse.co.il]
Sent: Thursday, September 26, 2013 1:51 PM
To: tourcandy@gmail.com
Subject: Fwd: U-19 Team Israel Opportunity

Hello Josh,

My name is Noah Miller and I am the head coach of the Israel Lacrosse U-19 program. You have been recommended to me as a player who would be a great addition to our program. I would like to discuss this opportunity in greater detail, in which you will have the chance to play against two European national teams, tour Israel, and visit Jewish sites in two countries.

Please let me know if you would like to discuss this opportunity. We need to speak ASAP to reserve your spot on the roster. Call me or we can schedule a time to talk.

Sincerely,

Coach Noah Miller

Shalom Aleichem,

Noah Miller, MS
Program Development Director
Israel Lacrosse Association

"Sport has the power to change the world…it has the power to inspire. It has the power to unite people in a way that little else does. It speaks to youth in a language they understand. Sport can create hope where once there was only despair." -Nelson Mandela

Donate Now to Noah Miller's efforts to facilitate social change through the sport of lacrosse.

ISRAEL LACROSSE
לקרוס ישראל

1501 Broadway, 21st Floor, New York, NY 10036
10 Shalom Alechem, #9, Tel Aviv, Israel 63432

Dear Parent,

The Federation of International Lacrosse has encouraged us to compete in several international events as the worldwide lacrosse community prepares for the 2014 Men's World Lacrosse Championships next July in Denver, Colorado.

While our Senior team will be participating in many of these tournaments, the Israel Lacrosse Association will be dispatching our first ever Israel U-19 National Team to compete in an event in Warsaw, Poland this winter. The team, which will be comprised of both Jewish-American and Israeli players, will train for one week at the Wingate Institute for Sport – Israel's Official Olympic training facility in Netanya – before traveling to compete against the Slovakia and Poland men's national lacrosse teams.

During training camp, the team will visit Israeli sites such as Masada, the Dead Sea, Yad Vashem, and the Western Wall. They will teach lacrosse to young Israeli athletes, as well as play as a loaner for either the Jerusalem or Tel Aviv club team. Your son will also receive high-level instruction from players and coaches of the Israel Senior National Team, including Jewish MLL pros such as Jake Deane, Casey Cittadino and Adam Crystal.

We are able to offer a participant package which includes all housing, transportation (including group flight from New York to Warsaw/Tel Aviv), food, apparel (including Israel and club team uniforms, team helmet, gloves, and more), touring, insurance, and intangibles for $4,000 USD. While we understand this is a significant expense, we are in the process of developing several fundraising programs to help alleviate the cost. That being said, we do not receive any government support, and thus the expense for this trip must be 100% self-funded.

I have included a copy of the trip itinerary on the next page. Please note the Israel Lacrosse Association is a 501(c)3 non-profit organization in New York State, and all financial contributions made in support of the Israel U-19 team are tax deductible.

Please do not hesitate to contact me if you have any questions, and let me know if you would like to set up a call to discuss this opportunity further.

Thank you,

Noah Miller
Head Coach
Israel U-19 National Team

Aquatic Isles Pool Service

100 NW 4th Street
Boca Raton, Florida 33432
(561) 367-7946

STATEMENT

10/01/13

ACCT: MM3 BERN V4

CANDICE BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434

Total Due $ 160.00

Amount Paid: $ _____

PLEASE RETURN THIS PORTION WITH PAYMENT

RE : 2753 NW 34 STREET

REFERENCE	CHARGES	CREDITS	BALANCE
PREVIOUS BALANCE	80.00		80.00
October Service Charge	80.00		80.00

CHARGES DUE UPON RECEIPT.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (561) 367-7946.
WE ACCEPT VISA, MASTERCARD AND AMERICAN EXPRESS

160.00
PLEASE PAY THIS AMOUNT

Thank You

ADP COBRA Services
P.O. Box 2998
Alpharetta, GA 30023-2998

Please read the enclosed letter for requirements relating to remittance of premium payments. This information is critical to your on-going continuation of coverage.
Following is your payment coupon from ADP COBRA Services. This coupon was printed on 09/08/13 for coverage from 10/1/2013 to 10/31/2013.
In order to expedite the processing of your payment, please tear the coupon along the perforation.

Note: If you fail to make a payment for a coverage period before the end of the grace date for that coverage period, you will lose all rights to continuation coverage under the plan. Any letters or coupons you receive after failure to timely pay for any coverage period will not extend your grace date for any payment.

Please send the coupon below with your payment

BENEFITS CONTINUATION COUPON — **Rock-It Cargo USA LLC** - Coupon #1

Payment Due:	10/1/13
Coverage Period:	10/1/13 - 10/31/13
Grace Date:	10/31/13

Amt Due	**Plan**
$143.99	Aetna Dental Plan
$1,795.09	Independence Blue Cross Medical Plan
$1,939.08	Past Due (Due by 10/01/2013)
$3,878.16	**Total Due**

Send correspondence other than payments & coupons to:
ADP COBRA Services
P.O. Box 2998
Alpharetta, GA 30023-2998

BL-18175353
Candice Bernstein
2753 NW 34TH STREET
BOCA RATON, FL 33434

Send Payment with Coupon to:

ADP COBRA SERVICES
P.O. BOX 7247-0367
PHILADELPHIA, PA 19170-0367

1201310310002147918175353003878160000514204

Janet,

Please send $1100 for travel lacrosse teams to RJ Dawson at address below.

South Florida Swordfish
18422 Spanish Isles Place
Boca Raton, FL 33496

Candice,

For Danny and Josh, it will be $1000.

I know that Jake is limited, and I am not sure if he wants a uniform. If he wants the "gear", it will be $1100 total

The address is:

South Florida Swordfish
18422 Spanish Isles Place
Boca Raton, FL 33496

Thanks,

RJ

Comcast

Account Number	**01638 567818-02-7**
Billing Date	09/09/13
Unpaid Balance	**$116.94 - Due Now**
New Charges	$239.27 - Due 10/01/13
Total Amount Due	$356.21
	Page 1 of 3

Contact us: www.comcast.com 1-561-COMCAST

LLC BERNSTEIN

For service at:
2753 NW 34TH ST
BOCA RATON FL 33434-3459

News from Comcast

Our records show that we have not received payment for last month's Comcast service(s). The amount past due is listed as Unpaid Balance. To avoid a possible loss of service, please pay this bill immediately. If you have already paid your previous balance, please disregard this notice and pay the New Charges on your statement. Thank you.

Sign up now to go paperless with Comcast Ecobill, an environmentally friendly way to view and pay your bill online. Check out Comcast.com/ecobill for more information today.

Buenas noticias, a partir del 23 de julio podrás recibir tu factura en español. Solo tienes que llamar para pedir este cambio al 1-800-COMCAST (266-2278).
Good news, starting July 23 your bill will be available in Spanish. You just need to call 1-800-COMCAST (266-2278) to request this change.

Monthly Statement Summary

Previous Balance	116.94
Payments - received by 09/09/13	0.00
Unpaid Balance - Due Now	**116.94**
New Charges - Due by10/01/13 *see below for more information*	239.27
Total Amount Due	**$356.21**

New Charges Summary

XFINITY Bundled Services	159.99
Additional XFINITY TV Services	50.76
Additional XFINITY Voice Services	8.14
Taxes, Surcharges & Fees	20.38
Total New Charges	$239.27

You saved at least $129.56 this month with your Comcast services!

pd 9-26-13 +54.69 pd.
AUG - -116.94 due
BAL = 62.25
TOTAL = 317.01

009732 1/2

1 6

Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.

Comcast

7201 N FEDERAL HWY
BOCA RATON FL 33487

AV 01 009732 41166B 27 A**5DGT
LLC BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434-3459

Account Number	**01638 567818-02-7**
Payment Due by	**Due Now**
Total Amount Due	**$356.21**
Amount Enclosed	**$** _____

Make checks payable to Comcast

COMCAST
PO BOX 105184
ATLANTA GA 30348-5184

01638 567818 02 7 3 0035621 10

verizonwireless

PO BOX 4005
ACWORTH, GA 30101–9006

Manage Your Account & View Your Usage Details	Account Number	Date Due
My Verizon at www.verizonwireless.com	470547806–00002	Past Due
Address Changed? – go to vzw.com/changeaddress	Invoice Number	1225514108

20005135 02 MB 0.402 **AUTO T2 0 4520 33434-345953 1 E NCNV2004

[redacted]
2753 NW 34TH ST
BOCA RATON, FL 33434-3459

Quick Bill Summary

Aug 21 – Sep 20

Previous Balance *(see back for details)*	$500.92
No Payment Received	$.00
Balance Forward Due Immediately	**$500.92**
Account Charges and Credits	
Includes Late Fee of $7.51	$7.51
Monthly Charges	$413.07
Usage and Purchase Charges	$.20
Verizon Wireless' Surcharges and Other Charges & Credits	$10.80
Taxes, Governmental Surcharges & Fees	$32.08
Total Current Charges Due by October 15, 2013	**$463.66**

REC'D 9-26-13

Total Amount Due ~~$964.58~~

Introducing VERIZON EDGE
Discover the newest way to upgrade. Get the phone you want, when you want it. No down payment. No finance charges or upgrade fees. Visit go.vzw.com/edgeinfo for details.

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	My Verizon at www.verizonwireless.com	1.800.922.0204 or *611 from your wireless

VW

verizonwireless

Bill Date	September 20, 2013
Account Number	470547806–00002
Invoice Number	1225514108

[redacted]
2753 NW 34TH ST
BOCA RATON, FL 33434–3459

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$964.58

$ ☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

12255141080104705478060000200004636600009645 80

NOTICE: Bank account and routing numbers will be retained to enable future payments by phone or online. To opt out, call 1–866–544–0401.

City of Boca Raton
UTILITIES PROCESSING CENTER
P.O. Box 660927
Dallas, TX 75266-0927
FINANCIAL SERVICES DEPARTMENT

Account Statement

WATER BILL
For Inquiries Call: (561) 393-7750
201 W. Palmetto Park Road
8:00 A.M. - 4:45 P.M. Monday-Friday

ACCOUNT INFORMATION

ACCOUNT:	144235-6496
SERVICE ADDRESS:	2753 NW 34 ST
BILLING DATE:	9/24/13
PREVIOUS BALANCE	**.00**
TOTAL CURRENT CHARGES	**229.50**
TOTAL AMOUNT DUE	229.50

Balance is due when rendered. A late fee of $15.00 is charged on payments not received within 30 days of billing date.

AUTO5-DIGIT 33434 6 PS5 B3D179AA24-A-1
1202 1 AV 0.360

FAMILY REAL ESTATE BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434-3459

BI06920

DETAIL INFORMATION

CYCLE/ROUTE : 70/82 RATE CLASS : SINGLE FAMILY
Last payment amount/date: 274.89 8/14/13

	Service Period		Days	Meter Number	Units	Current	Previous
WA	7/23/13	9/19/13	58	093459693	TNGL	238797	231869

Service		Consumption	Charge	Total
WA	CUSTOMER CHARGE		5.76	
WA	CAPACITY CHARGE		19.77	
WA	COMMODITY CHARGE	69.28	108.38	133.91
SW	SEWER CHARGE		43.07	43.07
GB	CURBSIDE COLLECTION		33.00	33.00
ST	STORMWATER-SINGL/FAM		6.13	6.13
	UTILITY TAX		13.39	13.39

Payment Coupon

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT
MAKE CHECKS PAYABLE TO THE CITY OF BOCA RATON

ACCOUNT INFORMATION

ACCOUNT:	**144235-6496**
SERVICE ADDRESS:	2753 NW 34 ST
SERVICE PERIOD:	7/23/13 to 9/19/13
BILLING DATE:	9/24/13

FAMILY REAL ESTATE BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434-3459

INDICATE MAILING ADDRESS CHANGE BELOW:

AMOUNT DUE

TOTAL AMOUNT DUE 229.50

AMOUNT ENCLOSED

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

Mail Payment To:

CITY OF BOCA RATON
UTILITIES PROCESSING CENTER
PO BOX 660927
DALLAS TX 75266-0927

1 00014423500000649600000229501

00024035002436010100

PROVIDENCE Health & Services

PROVIDENCE MED INST
PO BOX 4717
PALM DESERT CA 92661

THIS IS A BILL

Important Message Date: 09/23/13
Total Balance: $35.00

****PAST DUE****

This is your past due notice. Please make payment immediately. If unable to pay in full, payment options are listed on the reverse side. Balances of $250 or greater may qualify for a prompt pay discount if paid in full online or by phone.

Customer Service

PAY ONLINE: California.Providence.org/paymybill
Phone: 855-809-4953
Hours: MONDAY - FRIDAY: 8:00 AM - 4:30 PM

CANDACE BERNSTEIN
2753 NW 34TH STREET
BOCA RATON, FL 33434

Uninsured patients may qualify for free or reduced cost medical care. Contact us for more information.

Guarantor Account ID: 719785

Date of Service	Description	Charges	Insurance Pmts/Adjs	Patient Pmts/Adjs	Insurance Balance	Patient Balance
ACCT#: 900000437595 **Patient:** Jake Bernstein **Status:** Past Due Balance **Place:** PMI MANHATTAN BEACH **DOS:** 08/04/2013 - 08/04/2013 **Type:** Outpatient						
08/04/13	OFFICE OUTPATIENT NEW LEVEL 3	159.00				
	BCBS CA Adjustments		-56.88			
	BCBS CA Payments		-52.12			
	Total Guarantor Payments			-15.00		
	Totals	**159.00**	**-109.00**	**-15.00**	**0.00**	**35.00**
	Patient Balance					**35.00**
				Balance Due		**35.00**

Total Balance: $35.00

Detach coupon and return with your payment. Include the Guarantor Account ID on the memo line of your check.

Responsible Party
CANDACE BERNSTEIN
Guarantor Account ID: 719785
Due Date: 10/14/13

CURRENT PAYMENT DUE	TOTAL BALANCE	PAYMENT AMOUNT
$35.00	$35.00	

☐ VISA ☐ MasterCard ☐ DISCOVER ☐ AMERICAN EXPRESS

CARD NUMBER | EXP. DATE (REQ)

CARD HOLDER NAME

SIGNATURE

California.Providence.org/paymybill
To Pay By Phone: Call Customer Service
PROVIDENCE Health & Services
Checks -Make Payable to: **Providence Medical Institute Of LCM**
Check any that apply and complete information on reverse

☐ Address Change.

☐ See Reverse For Minimum Payment Amount.
I Want To Pay The Minimum Amount.

REMIT TO:

Providence Medical Institute Of LCM
PO BOX 511370
LOS ANGELES CA 90051-7925

10142013 000719785 0000003500 0

Eliot Ivan Bernstein

From: Candice Bernstein <tourcandy@gmail.com>
Sent: Friday, October 4, 2013 3:44 PM
To: Eliot I. Bernstein
Subject: Fwd: Congratulations! You Are Invited!

Sent from my iPhone

Begin forwarded message:

From: National Invitational 175 <no-reply@www.natinvite175.com>
Date: October 4, 2013, 11:47:09 AM EDT
To: tourcandy@gmail.com
Subject: Congratulations! You Are Invited!
Reply-To: no-reply@www.natinvite175.com



Eva Shafer (National Invitational 175) sent you a message.

CONGRATULATIONS

We are very pleased to tell you that you have been selected and are being invited to the National Invitational 175 Summer Showcase on July 28 -30th, 2014 being held in upstate NY at the college campus of RPI in Troy, NY. The overall demand for the summer 2014 showcase has been tremendous and we have been very pleased with the interest shown for this lacrosse recruiting showcase.

We believe that the opportunity to showcase your skills in front of many of the top college lacrosse coaches in the country will be a great experience for each player attending and we are excited to be able to offer you this opportunity. This past summer, we had a great coaches' turnout. While we cannot guarantee who will be there this upcoming summer, you can certainly review which coaches attended last summer, listed on our website. Internally, we believe that 2014 will offer an even greater turnout, now that we have established over the past 2 years that we have many of the strongest student athletes in the country seeking to attend this showcase.

Below is a link that will allow you to register and pay to confirm your spot at the showcase. This invitation, however, is NOT open for an infinite or long period of time. As mentioned on our website, you will have 72 hours to go to the website and sign up.

Eliot Ivan Bernstein

From: Candice Bernstein <tourcandy@gmail.com>
Sent: Friday, October 4, 2013 3:42 PM
To: Eliot I. Bernstein
Subject: Fwd: Josh Bernstein

Sent from my iPhone

Begin forwarded message:

> **From:** "Info @natinvite175" <info@natinvite175.com>
> **Date:** October 4, 2013, 2:10:13 PM EDT
> **To:** Candice Bernstein <tourcandy@gmail.com>
> **Subject: Re: Josh Bernstein**
>
> Greetings, as stated in the email, there is a 72 hour window to register and pay.
>
> On Fri, Oct 4, 2013 at 2:07 PM, Candice Bernstein <tourcandy@gmail.com> wrote:
> Hi! Thank you so much for the opportunity! I am eager to reserve this spot for Josh Bernstein, however wanted to be clear when the latest deadline to submit payment is? Is it possible to get at least a week to pay or can you call me?
>
> Thanks! Candice Bernstein 561-886-7627
>
> Sent from my iPhone

After that period, you may forfeit your spot. We sincerely want everyone invited to attend but we cannot hold open a spot, if you are not accepting, within this timeframe. As you can imagine, there are a great many players who genuinely want to attend and are highly skilled, but the decision process resulted in you being selected. It is our hope that you register and sign up in the allotted time period.

Players attending will receive "stuff." We would encourage you to go to that section on the website titled, "What Will Attending Players Receive?" to see what players will receive.

Once again CONGRATULATIONS ON BEING INVITED AND WE LOOK FORWARD TO SEEING YOU THIS SUMMER.

NATIONAL INVITATIONAL 175

Link to register: https://natinvite175.sportngin.com/register/form/540235830

Password: summerlax

Please click on the link above and on the Welcome page, please scroll all the way to the bottom and make sure to log into your NGIN account first. Once you are logged in, there will be a continue button at the bottom of the page. Complete the next registration steps and put in the above password when prompted.

Please be sure to read the website thoroughly and if you have any questions, email us at info@natinvite175.com.

You are receiving this email because you are a registered member of the National Invitational 175 website.

You can access this message online at http://www.natinvite175.com/message/show/246128
To control which emails you receive from National Invitational 175, go to:
http://www.natinvite175.com/account

This email has been sent on behalf of National Invitational 175 by Sport Ngin.

Our mailing address is:
Sport Ngin
1400 Van Buren St Ne Ste 200
Minneapolis, MN 55413

Copyright (C) 2013 Sport Ngin. All rights reserved.

Eliot Bernstein

From: Craig, Janet <Janet.Craig@opco.com>
Sent: Friday, September 27, 2013 3:22 PM
To: 'Candice Bernstein (tourcandy@gmail.com)'; 'Eliot Ivan Bernstein (iviewit@gmail.com)'
Cc: 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; Worth, Hunt
Subject: FW: Bernstein bills
Attachments: 20130927 Bills for Oppenheimer.pdf

Candice,

As you are aware, we have sent you all the funds available in the boys' accounts. There is a small reserve in the Bernstein Family Realty account to cover accounting and legal fees.

You will have to get funds for the payment of these bills from another source.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Candice Bernstein [mailto:tourcandy@gmail.com]
Sent: Friday, September 27, 2013 3:12 PM
To: Craig, Janet
Subject: Bernstein bills

Hi Janet- I hope this note finds you well. Please find the attached invoices. I am not sure what is paid and not paid, but these need to be paid. Thanks! Candice

NOTICE: Due to Presidential Executive Orders, the National Security Agency may have read this email without warning, warrant, or notice. They may do this without any judicial or legislative oversight and it can happen to ordinary Americans like you and me. You have no recourse nor protection save to vote against any incumbent endorsing such unlawful acts.

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ADP COBRA Services
P.O. Box 2998
Alpharetta, GA 30023-2998

Please read the enclosed letter for requirements relating to remittance of premium payments. This information is critical to your on-going continuation of coverage.
Following is your payment coupon from ADP COBRA Services. This coupon was printed on 09/08/13 for coverage from 10/1/2013 to 10/31/2013.
In order to expedite the processing of your payment, please tear the coupon along the perforation.

Note: If you fail to make a payment for a coverage period before the end of the grace date for that coverage period, you will lose all rights to continuation coverage under the plan. Any letters or coupons you receive after failure to timely pay for any coverage period will not extend your grace date for any payment.

Please send the coupon below with your payment

BENEFITS CONTINUATION COUPON — **Rock-It Cargo USA LLC** - Coupon #1

Payment Due:	10/1/13
Coverage Period:	10/1/13 - 10/31/13
Grace Date:	10/31/13

Amt Due	**Plan**
$143.99	Aetna Dental Plan
$1,795.09	Independence Blue Cross Medical Plan
$1,939.08	Past Due (Due by 10/01/2013)
$3,878.16	**Total Due**

Send correspondence other than payments & coupons to:
ADP COBRA Services
P.O. Box 2998
Alpharetta, GA 30023-2998

BL-18175353
Candice Bernstein
2753 NW 34TH STREET
BOCA RATON, FL 33434

Send Payment with Coupon to:

ADP COBRA SERVICES
P.O. BOX 7247-0367
PHILADELPHIA, PA 19170-0367



1201310310002147918175353003878160000514204

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Daniel E. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11983 fifth

AMOUNT DUE	$1793.95
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Daniel E. Bernstein		
		Balance Forward 8/1/2013	$1716.00	
8/16/2013	Payment	Check 25321		$1716.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$1716.00	
8/31/2013	Charge	Bookstore Charges	$77.95	
		Subtotal - Daniel E. Bernstein	**$1793.95**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 1793.95	$ 0.00	$ 0.00	$ 0.00	$ 1793.95

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13.
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Jacob N. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11987 ninth

AMOUNT DUE	$2377.00
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Jacob N. Bernstein		
		Balance Forward 8/1/2013	$2099.00	
8/16/2013	Payment	Check 25320		$2099.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$2099.00	
8/31/2013	Charge	Bookstore Charges	$278.00	
		Subtotal - Jacob N. Bernstein	**$2377.00**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 2377.00	$ 0.00	$ 0.00	$ 0.00	$ 2377.00

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13.
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Joshua E. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11988 eleventh

AMOUNT DUE	$2337.25
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Joshua E. Bernstein		
		Balance Forward 8/1/2013	$2099.00	
8/16/2013	Payment	Check 25319		$2099.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$2099.00	
8/31/2013	Charge	Bookstore Charges	$238.25	
		Subtotal - Joshua E. Bernstein	**$2337.25**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 2337.25	$ 0.00	$ 0.00	$ 0.00	$ 2337.25

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13.
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Janet,

Please send $1100 for travel lacrosse teams to RJ Dawson at address below.

South Florida Swordfish
18422 Spanish Isles Place
Boca Raton, FL 33496

Candice,

For Danny and Josh, it will be $1000.

I know that Jake is limited, and I am not sure if he wants a uniform. If he wants the "gear", it will be $1100 total

The address is:

South Florida Swordfish
18422 Spanish Isles Place
Boca Raton, FL 33496

Thanks,

RJ

Comcast

Account Number	**01638 567818-02-7**
Billing Date	09/09/13
Unpaid Balance	**$116.94 - Due Now**
New Charges	$239.27 - Due 10/01/13
Total Amount Due	$356.21
	Page 1 of 3

Contact us: www.comcast.com 1-561-COMCAST

LLC BERNSTEIN

For service at:
2753 NW 34TH ST
BOCA RATON FL 33434-3459

News from Comcast

Our records show that we have not received payment for last month's Comcast service(s). The amount past due is listed as Unpaid Balance. To avoid a possible loss of service, please pay this bill immediately. If you have already paid your previous balance, please disregard this notice and pay the New Charges on your statement. Thank you.

Sign up now to go paperless with Comcast Ecobill, an environmentally friendly way to view and pay your bill online. Check out Comcast.com/ecobill for more information today.

Buenas noticias, a partir del 23 de julio podrás recibir tu factura en español. Solo tienes que llamar para pedir este cambio al 1-800-COMCAST (266-2278).
Good news, starting July 23 your bill will be available in Spanish. You just need to call 1-800-COMCAST (266-2278) to request this change.

Monthly Statement Summary

Previous Balance	116.94
Payments - received by 09/09/13	0.00
Unpaid Balance - Due Now	**116.94**
New Charges - Due by10/01/13	239.27
see below for more information	
Total Amount Due	**$356.21**

New Charges Summary

XFINITY Bundled Services	159.99
Additional XFINITY TV Services	50.76
Additional XFINITY Voice Services	8.14
Taxes, Surcharges & Fees	20.38
Total New Charges	$239.27

009732 1/2

Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.

Comcast

7201 N FEDERAL HWY
BOCA RATON FL 33487

AV 01 009732 41166B 27 A**5DGT
LLC BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434-3459

Account Number	**01638 567818-02-7**
Payment Due by	**Due Now**
Total Amount Due	**$356.21**
Amount Enclosed	**$** _____

Make checks payable to Comcast

COMCAST
PO BOX 105184
ATLANTA GA 30348-5184

01638 567818 02 7 3 0035621 10

EXHIBIT 6 - SAHM LETTER TO ELIOT AND SAHM LETTERS TO TED AND SPALLINA

This letter is a text transcription of the hand written letter on the next page.

9/22/13

Dear Eliot and Candy (Candace),

As we discussed on Friday evening, my calling you makes me very uncomfortable. This situation would never have transpired had Si not passed away.

You can see that he paid the first renewal interests as of June, 2012. The hand-written letter to Ted is self-explanatory. I forwarded the enclosed to him in early June 2013. He told me he would refer everything to Spallina (SP, Spallina and Tescher, SP?). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiry asking in essence, what they are doing to honor this mortgage and terms. Apparently Nothing!

For your edification, I've instructed Mr. Cappeller to take no action until we see if there is any movement on their part to honor the mortgage terms what is a shame is that your mom put $90,000 + of renovations into your home and now this insane greed interfamilial in-fighting is occurring. I feel very badly for you both and your family. Si and Shirley would be mortified.

Eventually, I'll have to take some action. However, it won't happen until I've given you a "heads-up" before doing so. I hope you get your problems legally remedied. What a bitch you're going through!

Best regards and wishes,

Walt Sahm for Pat Sahm as well

(cell) 561-373-1126

(h) 352-751-2632

9/22/13

Dear Clint and Candy (Candace),

As we discussed on Friday evening, My Calling you makes me very uncomfortable. This situation would never have transpired had Si not passed away.

You confirm that he paid the first Reverse interest as of June, 2012. The hand-written letter to Ted is self-explanatory. I forwarded the enclosed to him in early June, 2013. He told me he would refer everything to Spalding (Si & Tescher (Sp?). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiry asking in essence, what they are doing to honor this mortgage terms. Apparently Nothing!

For your edification, I've instructed Mr Cappeller to take No Action, until we see if there is any movement on their part to honor the mortgage terms. What is a shame is that your mom put $90,000+ of renovations into your home & now this insane greed/intrafamilial in-fighting is occurring. I feel very badly for you both & for your family. Si & Shirley would be mortified.

Eventually, I'll have to take some action; however, it won't happen until I've given you a "heads-up" before doing so. I hope you get your problems legally resolved. What a bitch you're going through!

Best regards & wishes,
Walt Stahm for Pat Stahm
as well
(Cell) 561-373-1125
(H) 352-751-2632

This letter is a text transcription of the hand written letter on the next page.

6/3/13- COPY

Mr. Ted Bernstein, Pres
Life Insurance Concepts, Inc
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

Dear Ted,

We hope that you, Debra and your family are all doing well and that all of your kids are striving forward in their academic and or vocational pursuits. Several must be graduated from college by now.

If you'll recall we spoke one evening before the election re: what I was to do going forward in the protocol to be followed in future mortgage renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now being handled by the attorneys for the Shirley and Simon Bernstein Estates. Do I still send the mortgage note renewal to you and, then, you'll send it on to the estate representative? I'll presume that this is the case.

This is the next-to-last renewal statement that we'll be sending. Next year, if not sooner, we'd like to have the balloon payment plus any accrued interest paid in full. Do you feel that Elliott and Candace will be able to obtain a mortgage if necessary? It was originally Si's stated intention to utilize his and your mother's personal annual exclusions payable to Candy, Elliott and their three children over two years to provide the $110,000 to retire the mortgage balance.

Perhaps you might shed some light on this issue. Are you now the successor "manager" of the Bernstein Family Realty, LLC? One last request, Ted, would you have the estate Representative mail us a copy of the current "Proof of Insurance?" Thanks for your attention to this request. Stay Healthy!

Best wishes,
Walt
pjpaws@embarqmail.com
(Cell) 561-373-1126
(H) 352-751-2632

6/3/13

Mr. Ted Bernstein, Pres
Life Insurance Concepts Inc
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

Copy

Dear Ted,

We hope that you, Debra and your family are all doing well and that all of your kids are staying forward in their academic and/or vocational pursuits. Jo and Max should be graduated from College by now.

As you'll recall, we spoke one evening before the Memorial Re: what I was to do going forward in the protocol to be followed in future Mortgage Renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now handled by the attorneys for the Shirley and Simon Bernstein estates. So I assume that the mortgage note Renewal to you and, then, you'll present it on to the estate Representative? I'll presume that this is the case.

This is the next-to-last Renewal Statement that we'll be sending. Next year, if not sooner, we'd like to have the BALLOON payment plus any accrued interest paid in full. Do you feel that Elliott and Candy will be able to obtain a MORTGAGE in SUCCESSION? As I originally stated intention to utilize his and your Mother's PERSONAL LOANS and EXPECTATIONS payable to Candy, Elliott and their three children over two years to provide the $110,000 to RETIRE the MORTGAGE BALANCE.

Perhaps you might shed some light on this issue. Are you now the successor "MANAGER" of the Bernstein Family Realty, LLC? One last request, Ted. Would you have the estate Representative Mail us a COPY of the current "PROOF OF INSURANCE"? Thanks for your ATTENTION to this Request. Stay healthy!

Best Wishes,
Walt

Pat Burns@embarqmail.com
(H) 352-451-2632

JC 159

CFN 20120143493
OR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of $110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF $110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

CAPPELLER LAW
ATTORNEYS AT LAW

350 CAMINO GARDENS BOULEVARD
SUITE 303
BOCA RATON, FLORIDA 33432

JOHN M. CAPPELLER, JR., P.A.
JCAPPELLER@CAPPELLERLAW.COM

TELEPHONE 561-620-2599
FACSIMILE 561-620-2565

June 20, 2012

Mr. and Mrs. Walter Sahm
8230 SE 177th Winterthru Loop
The Villages, FL 32162

Re: Amendment to Mortgage and Promissory Note

Dear Mr. and Mrs. Sahm:

Enclosed, please find your originally signed and recorded Amendment to Mortgage and Promissory Note.

Please call with any questions.

Very truly yours,

John M. Cappeller, Jr.

JMC:az
Enclosures

This letter is a text transcription of the hand written letter on the next page.

6/3/13 - COPY

_____, Representative

Bernstein Family Realty, LLC
950 Peninsula Corporate Circle, # 3010
Boca Raton, FL 33487

RE: Second Anniversary of Mortgage and Promissory Note Amendment on Residence at

2753 NW 34th St., Boca Raton, FL Effective June 19, 2014

Dear Sirs,

Referencing the amendment to the original note, we offer three (3) options

1.)_____ Pay the loan balance of $110,000 + (1) one year's interest ($110,000 x .035= $3850= $113,850);

2.)_____Pay the interest due for this renewal year only ($110,000 x .035) = $3850

3.)_____Pay no (zero) interest on principal this year and allow the interest to accrue and compound until the final balloon payments are due: June 19, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappeller, who prepared the mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing, sign it and retain a copy to use in the enclosed, self-addressed envelope? Please print your name clearly under your signature.

Thank you,

X_____, mortgagee,

Walter E. Sahm, Jr.

X_____,mortgagee,

Patricia A. Sahm

X_____,Representative

_____Print Name,

Bernstein Family Realty, LLC

6/3/13

_____, Representative Copy

Bernstein Family Realty, LLC
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

RE: Second Anniversary of Mortgage and Promissory Note Amendment on Residence at 2253 N.W. 34th St., Boca Raton, FL Effective June 19, 2013.

Dear Sirs

Referencing the amendment to the original Note, we offer the (3) options:

1.) ☐ Pay the Loan Balance of $110,000 + (1) one year's interest ($110,000 X .035 = $3850 = $113,850);

2.) ☐ Pay the interest due for this renewal year only ($110,000 X .035) = $3850.

3.) ☐ Pay no (zero) interest on principal this year and allow the interest to accrue and compound until the final balloon payment is due: June 19, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappella, who prepared the mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing; Sign it and return a copy to us in the enclosed, self-addressed, stamped envelope? Please print your name clearly under your signature.

Thank you,

X _____ Mortgagor
Walter E. Sahm, Jr

X _____ Mortgagee
Patricia A. Sahm

X _____ Representative
_____ Print Name
Bernstein Family Realty, LLC

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Print Name: Diana Banks

Print Name: Shari Dunham

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC,
a Florida limited liability company

By: _____
Simon Bernstein, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He ✓ is personally known to me or ____ has produced a driver's license as identification.

(Seal)

Notary Public, State of Florida
Name: Kelly Michele Buchanan
Commission Expires: 7-1-2015
Commission No.: EE 86156

KELLY MICHELLE BUCHANAN
MY COMMISSION # EE86156
EXPIRES: July 01, 2015
Fl. Notary Discount Assoc. Co.

WITNESSES:

Print Name: Angela M Lawrence

Print Name: Lisa Deanne Eppert

MORTGAGEE:

Walter E. Sahm

Walter E. Sahm

Patricia A. Sahm

Patricia Sahm

STATE OF FLORIDA
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2012 by Walter E. Sahm and Patricia Sahm. They ___ are personally known to me or ✓ have produced driver's licenses as identification.

(Seal)

Notary Public, State of Florida
Name: Angela M Lawrence
Commission Expires: April 3, 2014
Commission No.: DD977258

ANGELA M. LAWRENCE
Notary Public, State of Florida
Commission# DD977258
My comm. expires April 3, 2014

EXHIBIT 7 - ELIOT ANSWER AND COUNTER CLAIM TO JACKSON NATIONAL LAWSUIT

EXHIBIT LOCATED AT THE FOLLOWING URL, FULLY INCORPORATED BY REFERENCE HEREIN.

WWW.IVIEWIT.TV/20130921ANSWERJACKSONSIMONESTATEHERITAGE.PDF

EXHIBIT 8 – INCOMPLETE OPPENHEIMER TRUST PAPERS AND BERNSTEIN FAMILY REALTY LLC PAPERS SENT TO ELIOT

Eliot Ivan Bernstein

From:	Craig, Janet <Janet.Craig@opco.com>
Sent:	Thursday, December 20, 2012 11:35 AM
To:	'jr1@mrelec.com'
Cc:	'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'candyb@rockitcargo.com'
Subject:	Bernstein Documents
Attachments:	Bernstein Family Realty Appt-Accept Successor Manager.pdf; Corporate Resolution 7-25-11.pdf

Hi Junior,

Attached are two documents that I hope will help you. The first is the document where Oppenheimer Trust Company (OTC), as Trustee of the three Trusts that own Bernstein Family Realty (BFR), elects OTC as the new manager of BFR. The second document is OTC's Corporate Resolution showing that I am authorized to sign on behalf of OTC.

Please let me know if additional documentation is needed.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

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Vault
0919

Bernstein Family Realty
Appointment and Acceptance of Successor Manager

WHEREAS, Oppenheimer Trust Company succeeded Stanford Trust Company as Successor Trustee on the Simon Bernstein Trusts for the benefit of Jacob, Joshua and Daniel Bernstein pursuant to Court Order dated July 30, 2010; and

WHEREAS, The Simon Bernstein Trusts for the Benefit of Jacob, Joshua and Daniel, are Co-Owners and Members of Bernstein Family Realty, LLC, together owning 100% interest in said LLC; and

WHEREAS, Oppenheimer Trust Company, as Trustee, acts on behalf of the Members; and

WHEREAS, Whereas Simon Bernstein was named the initial Manager of Bernstein Family Realty LLC; and

WHEREAS, Simon Bernstein passed away on September 13, 2012; and

WHEREAS, Article 5.1.2 of the Bernstein Family Realty LLC Operating Agreement allows for the Members to vote on and elect a new Manager; and

THEREFORE: Oppenheimer Trust Company exercises its right to vote for and elect a new Manager of Bernstein Family Realty LLC; and

THEREFORE: Oppenheimer Trust Company, as Trustee of the Simon Bernstein Trust for the benefit of Jacob, Joshua and Daniel, votes for and elects Oppenheimer Trust Company as Manager for Bernstein Family Realty LLC; and

Oppenheimer Trust Company

By: Janet Craig
Date: 12/14/12

Janet Craig, CTFA
Senior Vice President

Notary: Helen M. DeRosa

HELEN M. DeROSA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES ON 4-21-13

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
OPPENHEIMER TRUST COMPANY

The undersigned, constituting all of the members of the Board of Directors of Oppenheimer Trust Company, a New Jersey corporation (the "Corporation"), hereby consent, pursuant to the provisions of the Banking Act of 1948, to the following resolutions taking or authorizing the actions specified therein:

RESOLVED, that the individuals listed below be, and hereby are, appointed to the offices set forth opposite each person's name to serve, subject to the provisions of the By-Laws, until the election and qualification of his or her successor each as of the effective date listed next to their name;

FURTHER RESOLVED, that the individuals filling the position listed below or their duly appointed designees are officers of the Corporation and are authorized on behalf of the Corporation to execute and therefore, to so bind the Corporation, such documents, contracts and commitments as will advance the interests of the Corporation:

Name	Office	Effective Date
Theron Huntting Worth (Hunt Worth)	President	August 12, 2010
Janet Craig	Senior Vice President and Compliance Officer	August 23, 2010

FURTHER RESOLVED, that the proper officers of the Company be, and each hereby is authorized, empowered and directed to execute any and all other documents and to take any and such other and further actions as they may deem necessary or desirable to effectuate the intent and purposes of the foregoing resolutions.

This consent may be signed in counterparts and shall be deemed effective when each director has executed a copy hereof.

DATED: As of July 25, 2011

Albert G. Lowenthal

Elaine K. Roberts

Dennis P. McNamara

Joan Hammond

TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Joshua Z. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A.is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JOSHUA Z. BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 **Discretionary Distributions.** The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her

approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald , resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process,

bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 **Borrow Money.** To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 **Maintain Assets.** To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 **Advisors.** To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 **Indirect Distributions.** To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 **Non-Pro Rata Distribution.** To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 **Nominee.** Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 **Rules for Distributions.** In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

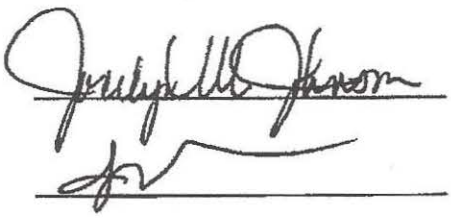
11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

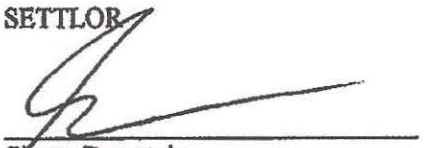
Executed as of the date first written above.

Signed in the presence of:



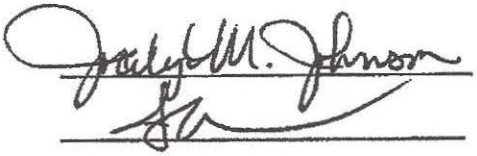
Two witnesses as to Simon Bernstein

SETTLOR



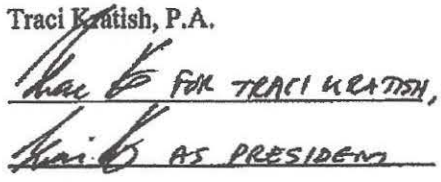
Simon Bernstein

Signed in the presence of:



Two witnesses as to Traci Kratish

TRUSTEE
Traci Kratish, P.A.



Traci Kratish, ~~Pres.~~, President

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER: 502010CP003128XXXXSB

/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JOSHUA Z. BERNSTEIN, a minor, as sole beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003128XXXXSB, does hereby accept its appointment as Successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30th day of July, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

By: Hunt Worth

Its: Chief Trust Officer
S.V.P.

Print Name:

Print Name:

Does this need 2nd witness

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by Hunt Worth as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

☐ Personally Known

☐ Produced Identification/Type of Identification Produced COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 10, 2013

N:\WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance a Trustee William J. DWYER

Notary fails to identify if person was present.

EXHIBIT 9 - COPY OF THE COMPLETE 2012 IMPROPERLY NOTARIZED SIMON BERNSTEIN AMENDED TRUST AGREEMENT

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 26 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

C. **Upon My Death**. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. **Disposition of Tangible Personal Property**. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. **Disposition of Trust Upon My Death**. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "***beneficiary***" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. **Trusts for Beneficiaries**. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

D. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

E. **Contingent Gift**. If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

F. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself)of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an

in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children,***" "***grandchild,***" "***grandchildren***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, and (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is

raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's ***"Welfare"*** means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to

such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such

Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested

beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph I.A hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "*estate*"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any

decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole

proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this

paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. **Resignation**. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. **Appointment of Successor Trustee**.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, ROBERT L. SPALLINA and DONALD R. TESCHER shall serve together as successor co-Trustees, or either of them alone as Trustee if either of them is unable to serve. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust

hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or

entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual

and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the

Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons

designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. Gifts. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 21 day of July, 2012:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Kimberly Moran
Address: 6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

Signature - Notary Public-State of Florida

Lindsay Baxley
Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

SHIRLEY BERNSTEIN

TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

SHIRLEY BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this 20 day of MAY, 2008, and is between SHIRLEY BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN, of Palm Beach County, and SHIRLEY BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare, and also may in its discretion pay to my spouse such amounts of said net income and principal as is proper for his Welfare. Any income not so paid shall be added to principal.

C. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent

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(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Specific Cash Devise. The Trustee shall set aside in a separate trust the sum of Two Hundred Thousand ($200,000.00) Dollars for MATTHEW LOGAN, and said separate trust shall be administered as provided in Subparagraph II.F below. If MATTHEW LOGAN does not survive me this devise shall lapse.

C. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "***Family Trust***" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "***Marital Trust.***"

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

D. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by my spouse as grantor on even date herewith (the "***Family Trusts***" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "***beneficiary***," with their separate trusts to be administered as provided in Subparagraph II.E. below.

F. **Trusts for Beneficiaries**. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

G. **Termination of Small Trust**. If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

H. **Contingent Gift**. If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

I. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be

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liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

J. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

K. **Florida Homestead Possessory Rights**. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate

takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. **Income on Death of Beneficiary**. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. **Definitions**. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. My Spouse. "***My spouse***" is SIMON L. BERNSTEIN ("***SIMON***").

6. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's ***"Welfare"*** means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

7. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

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8. Related or Subordinate Party. A "*Related or Subordinate Party*" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

9. Spouse. A person's "*spouse*" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Mandatory Notice Required by Florida Law**. The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. **Release of Medical Information**.

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or

at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

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b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

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allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SIMON and TED, one at a time and successively in that order, shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25) years.

e. Trustee of Separate Trust for MATTHEW LOGAN. In regard to a separate trust held MATTHEW LOGAN, his mother, DEBORAH BERNSTEIN ("***DEBORAH***"), shall serve as Trustee until MATTHEW attains age 25 years, at which time he shall serve as a co-Trustee with DEBORAH of such separate trust.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

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2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. **Interested Trustee**. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts.**

1. **Family Trust.** I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc.** I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

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Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to

a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs**. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the property disposed of pursuant to the prior paragraphs captioned "Disposition of Tangible Personal Property", "Specific Cash Devise" nor from the Marital Trust.

E. **Marital Trust**. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing not withstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise

manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVENUE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar ($1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

SHIRLEY BERNSTEIN, Settlor and Trustee

FIRST AMENDMENT TO
SHIRLEY BERNSTEIN TRUST AGREEMENT

This First Amendment is dated this 18 day of Nov, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SHIRLEY BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke the said Trust Agreement, in whole or in part.

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.

2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM shall not be deemed to have predeceased the survivor of my spouse and me and shall become eligible beneficiaries for purposes of the dispositions made hereunder."

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 18 day of Nov, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Rachel Walker
Address: 100 Plaza Real South
apt. 308
Boca Raton, FL 33432

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

N:\WPDATA\drt\Bernstein, Shirley & Simon\2008 Estate Planning\First Amendment to Shirley Bernstein Trust Agreement wpd [11 09 26 18 08]

EXHIBIT 10 - COPY OF THE COMPLETE 2012 IMPROPERLY NOTARIZED SIMON BERNSTEIN WILL

502012CP004391XXXXSB

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WILL OF

SIMON L. BERNSTEIN

2012 OCT -2 AM 9:32
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

LAW OFFICES

TESCHER & SPALLINA, P.A.

CFN 20120398293, OR BK 25507 PG 1559,RECORDED 10/05/2012 10:40:46
Sharon R. Bock,CLERK & COMPTROLLER, Palm Beach County, NUM OF PAGES 9

WILL OF

SIMON L. BERNSTEIN

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint ROBERT L. SPALLINA and DONALD R. TESCHER to serve together as my co-Personal Representatives, or either of them alone as Personal Representative if either of them is unable to serve (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the

estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the

operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes,

interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds thereof . Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

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I have published and signed this instrument as my Will at Boca Raton, Florida, on the 24 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 24 day of July, 2012.

[Witness Signature] residing at ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076
[Witness Address]

[Witness Signature] residing at Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433
[Witness Address]

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

Witness

Kimberly Moran

Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Lindsay Baxley

Print, type or stamp name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT
502012CP004391XXXXSB

2012 OCT 10 PM 1:44
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

I, SIMON L. BERNSTEIN, of the County of Palm Beach, State of Florida, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all prior Wills, Testaments and Codicils at any time made by me.

FIRST: I direct that all my just debts and funeral and administration expenses be paid as soon after my death as may be practicable.

SECOND: I hereby direct that, pursuant to Florida Statutes §732.515, or the comparable provision in effect at the time of my death, my personal and household effects, including jewelry, works of art and automobiles, if any, be distributed in accordance with a separate written statement executed by me. In the event there shall be more than one such written statement, the statement bearing the last date shall be controlling. If no such written statement is found and properly identified by my Personal Representatives within thirty days after my Personal Representatives are appointed, it shall be conclusively presumed that no such writing exists. In the event there shall be no such written statement (or to the extent such written statement does not effectively dispose of all of my personal and household effects, including jewelry, works of art and automobiles, if any), I give and bequeath all (or the balance) of my personal and household effects, if any, to my wife, SHIRLEY BERNSTEIN, if she survives me, or, if she predeceases me, to such of my children, TED STUART BERNSTEIN, PAMELA BETH SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as shall survive me, in shares as nearly equal as they shall agree upon, or, failing agreement, said personal and household effects shall be sold and the proceeds therefrom added to and disposed of as part of my residuary estate.

THIRD: If my wife, SHIRLEY BERNSTEIN, survives me, I

give and bequeath to my Trustees a "credit equivalent amount" (as defined below) to hold in separate trust to pay so much of the income therefrom and such sums out of the principal thereof (even to the extent of the whole thereof) to such of my wife and my descendants, living from time to time, equally or unequally, and to any one or more of them to the exclusion of the others, as my Trustees, in their absolute discretion, deem necessary or advisable; provided, however, that no such payment shall be made to my wife from the principal of the trust under this Article THIRD until the principal of her trust, if any, under Article FOURTH of this Will shall first have been exhausted. Any balance of the income shall be accumulated and added to principal annually.

Upon the death of my wife, the then principal of the trust shall pass to such one or more of my descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my wife shall by Will appoint. To the extent that said power of appointment is not effectively exercised, said principal shall be divided into as many equal shares as may be necessary to provide one for each of my then living grandchildren and one for each of my grandchildren who is then dead but who leaves descendants who are then living (such descendants to take in portions, per stirpes, the share set aside for them), and each such share or portion shall be distributed absolutely, except that any share or portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SIXTH of this Will.

The "credit equivalent amount" shall be (a) the maximum amount which could comprise my taxable estate for Federal estate tax purposes without resulting in any Federal estate tax, after taking into account the applicable credit amount as defined in

Section 2010(c) of the Code, but no other credits allowable against such tax, reduced by (b) the aggregate of:

> (1) the value (as finally determined for Federal estate tax purposes) of all property (including interests in property) includable in my estate for Federal estate tax purposes which passes under other provisions of this Will or otherwise than under this Will and with respect to which no marital deduction or charitable deduction is finally allowed in determining said tax, and
>
> (2) the amount of my adjusted taxable gifts within the meaning of Section 2001(b) of the Code.

The trust under this Article THIRD shall be known as the "Simon L. Bernstein Credit Equivalent Trust."

FOURTH: I give and bequeath to my Trustees an amount equal to my "Unused GST Exemption" (as defined below) to hold in separate trust to pay the income therefrom in quarterly or more frequent installments to my wife, SHIRLEY BERNSTEIN, during her life.

I authorize and empower my Trustees, from time to time, to pay to my wife such sums out of the principal of her trust (even to the extent of the whole thereof) as my Trustees, in their absolute discretion, deem in her best interests; provided, however, that no such payment shall be made to my wife from the principal of her trust under this Article FOURTH until the principal of her trust, if any, under subdivision (a) of Article FIFTH of this Will shall first have been exhausted.

Upon the death of my wife, the then principal of the trust shall pass to such of one or more of my descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my wife shall by Will appoint. To the extent that said power of appointment shall not be effectively exercised, or upon my death if my wife predeceases me, said principal shall be divided into as many equal shares as may be necessary to provide one for each of my then living grandchildren

and one for each of my grandchildren who is then dead but who leaves descendants who are then living (such descendants to take in portions, per stirpes, the share set aside for them), and each such share or portion shall be distributed absolutely, except that any share or portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SIXTH of this Will.

I direct that all estate and inheritance taxes of whatever kind imposed by reason of the inclusion of the trust under this Article in my wife's estate for such tax purposes shall (absent a contrary provision in my wife's Will) be charged, without right of reimbursement, against the principal of the trust for the benefit of my wife under subdivision (a) of Article FIFTH of this Will.

My "Unused GST Exemption" shall be an amount equal to the maximum GST exemption allowable to me pursuant to Section 2631 of the Code, reduced by the aggregate amount of my GST Exemption which has been allocated or deemed allocated by me or which shall be allocated by my Personal Representatives with respect to property transferred by me either under the provisions of this Will or otherwise than under this Will.

The trust under this Article FOURTH shall be known as the "Simon L. Bernstein Exempt Marital Trust."

FIFTH: All the rest, residue and remainder of my estate, real, personal or otherwise and wheresoever situate, including any lapsed legacy or bequest, hereinafter called my residuary estate, shall be disposed of as follows:

(a) If my wife, SHIRLEY BERNSTEIN, survives me, my residuary estate shall be held by my Trustees in separate trust to pay the income therefrom in quarterly or more frequent installments to my wife during her life.

I authorize and empower my Trustees, from time to time, to pay to my wife such sums out of the principal of her trust (even to the extent of the whole thereof) as my Trustees, in their absolute discretion, deem in her best interests.

Upon the death of my wife, the then principal of her trust shall pass to such one or more of my descendants, in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my wife shall by Will appoint. To the extent that said power of appointment is not effectively exercised, said principal shall be divided into shares, per stirpes, for such of my children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN as are then living and for the then living descendants of such of them as are then dead, and each such share shall be distributed absolutely, except that any share so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SEVENTH of this Will.

The trust for my wife under this subdivision (a) shall be known as the "Simon L. Bernstein Non-Exempt Marital Trust.

(b) If my wife predeceases me, my residuary estate shall be divided into shares, per stirpes, for such of my children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN as survive me and for the descendants who survive me of such of them as may predecease me, and each such share shall be distributed absolutely, except that any share so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SEVENTH of this Will.

SIXTH: All shares, portions or parts above or below set aside for a grandchild or more remote descendant of mine and directed to be disposed of as provided in this Article SIXTH

shall be combined and held by my Trustees in separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as my Trustees, in their absolute discretion, deem necessary or advisable, accumulating any balance of the income at least annually and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

I authorize and empower my Trustees, from time to time, to pay to the beneficiary such sums out of the principal of his or her trust (even to the extent of the whole thereof) as my Trustees deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary during the continuance of his or her trust, the then principal thereof shall be divided into portions or parts, per stirpes, for his or her then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a grandchild or more remote descendant of mine and who has descendants then living, or, in default thereof, shall be divided into as many equal portions or parts as may be necessary to provide one for each of my then living grandchildren, and one for each of them who is then dead but who leaves descendants who are then living (such descendants to take in parts, per stirpes, the share set aside for them), and each such portion or part shall be distributed absolutely, except that any portion or part

so set aside for a grandchild or more remote descendant of mine who is then the beneficiary of a trust under this Article SIXTH shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion or part so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article SIXTH shall be disposed of as provided in this Article SIXTH.

SEVENTH: Each share or portion above or below set aside for a grandchild or more remote descendant of mine and directed to be disposed of as provided in this Article SEVENTH shall be held by my Trustees in separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as my Trustees, in their absolute discretion, deem necessary or advisable, accumulating any balance of the income at least annually and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

I authorize and empower my Trustees, from time to time, to pay to the beneficiary such sums out of the principal of his or her trust (even to the extent of the whole thereof) as my Trustees deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary

during the continuance of his or her trust, the then principal thereof shall be divided into portions, per stirpes, for his or her then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a descendant of mine and who has descendants then living, or, in default thereof, for my then living descendants, and each such portion shall be distributed absolutely, except that any portion so set aside for a grandchild or more remote descendant of mine who is then the beneficiary of a trust under this Article SEVENTH shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article SEVENTH shall be disposed of as provided in this Article SEVENTH.

EIGHTH: I nominate and appoint my wife, SHIRLEY BERNSTEIN, as my Personal Representative. If my wife fails to qualify or ceases to be qualified, I nominate and appoint in her place the following individuals who shall be entitled to qualify, singly and in the order named: ALBERT W. GORTZ; LISA SUE FRIEDSTEIN; PAMELA BETH SIMON.

With respect to any trust created under Article THIRD, Article FOURTH or subdivision (a) of Article FIFTH of this Will, I nominate and appoint my wife, my daughter LISA SUE FRIEDSTEIN, and my daughter PAMELA BETH SIMON as Trustees hereunder.

With respect to any trust created under Article SIXTH or Article SEVENTH of this Will, I nominate and appoint my wife, SHIRLEY BERNSTEIN, and my daughter PAMELA BETH SIMON as Trustees. If my either my wife or PAMELA BETH SIMON fails to qualify or ceases to be qualified, I nominate and appoint in her place the following individuals who shall be entitled to qualify, singly

and in the order named: LISA SUE FRIEDSTEIN; JILL IANTONI.

My Personal Representatives and Trustees at any time qualified hereunder are authorized and empowered to designate a person or persons or a bank or trust company to act with them and, subject to the foregoing, a sole surviving Personal Representative or Trustee at any time qualified hereunder is authorized and empowered to designate a person or persons or a bank or trust company to act with or to succeed him or her; provided, however, that JEANNIE BERNSTEIN shall never be designated as or serve as a Personal Representative or as a Trustee of any trust created hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

I direct that no bond or other security shall be required of any Personal Representative or Trustee named herein or designated as herein provided for any reason whatsoever.

NINTH: I hereby grant to my Personal Representatives and Trustees, in addition to the general powers conferred upon them by law, the following discretionary powers:

(a) To distribute my estate and set up the trusts herein at one time or at different times as soon after my death as they may deem practicable, whether before or after the expiration of any statutory period.

(b) To charge or credit to principal or income or to apportion between them, in such manner as they deem advisable, any ordinary or extraordinary expenses and any extraordinary, wasting or liquidating dividends and any dividends payable in the stock of the corporation declaring the dividend or payable in the stock of another corporation and so-called "capital gains dividends" declared by investment companies or investment trusts; to determine if and to what extent they shall amortize any premium paid by them on bonds or other obligations for the payment of money; upon the death of an income beneficiary, or any other termination of a trust herein, any accrued income (including dividends theretofore declared but not yet payable) shall be paid to the persons entitled to receive the income when it becomes payable, but any undistributed income which my Personal Representatives or Trustees are authorized in their discretion to accumulate shall be added to principal.

(c) To set apart out of the income of the trusts

herein (or out of the income of corporations of which the trusts own securities) reserves for such purposes including, without limitation, depreciation, depletion, obsolescence and other contingencies, and in such amounts as they, in their absolute discretion, shall deem advisable.

(d) To claim expenses chargeable against principal as estate tax or income tax deductions as they deem advisable and to determine if and to what extent any adjustment in favor of principal required by law shall be made.

(e) To make any payment or distribution (required or authorized under this Will) either wholly or partly in kind at market value at date of distribution; to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share and without regard, among such shares, to whether the property distributed has an equivalent basis for income tax purposes.

(f) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as they deem advisable, any property held by them hereunder; said leases may extend beyond the duration of the trusts herein.

(g) To borrow such sums as they deem advisable for the proper administration of my estate and the trusts hereunder and to give security therefor.

(h) To continue, settle or discontinue any business or partnership in which I may be interested.

(i) To continue to hold any property, real, personal or otherwise, including, but not limited to, stocks, bonds or other securities, domestic or foreign, in the form in which it shall be at my death or when received by them hereunder (without regard to any rule of law that may require them to decide whether or not to retain such property) or as the form thereof may be changed pursuant to the provisions of the other subdivisions of this Article of my Will, so long as they, in their absolute discretion, deem it advisable.

(j) To invest and reinvest in any property, including, but not limited to, stocks, bonds or other securities or so-called derivative investments, domestic or foreign, options to sell or to purchase such securities or so-called derivative investments (whether or not then held hereunder), shares or interests in mutual funds, investment companies, investment trusts or common trust funds of a bank or trust company, currencies, precious metals, oil and gas properties or other natural resources and commodities, or interests in, rights to or options to sell or to purchase any of the foregoing (whether or not then held hereunder), improved or unimproved real property or tangible personal property or life insurance, endowment, annuity or similar contracts (including such contracts insuring the then income beneficiary of any trust hereunder) that they may, in their absolute discretion, deem advisable and without regard to any duty to diversify or, except with respect to any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law, to make such property productive of income, and in any manner, including by direct purchase, entry into a joint venture, creation of or purchase of

an interest in any form of partnership or corporation or through any other form of participation or ownership.

(k) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but my Personal Representatives or Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to my estate or any trust hereunder.

(l) To retain possession, in their absolute discretion, of any property payable absolutely to an infant, and to invest and reinvest the same, to collect the income therefrom, and, after deducting all proper expenses, to apply the income and principal to the use of said infant (and in the case of tangible personal property to permit the infant to have the custody and use of all or part of it from time to time), with all the powers, rights and compensation of Trustees hereunder, provided, however, that nothing herein contained shall be construed to prevent or postpone the vesting of said property in said infant or to suspend the alienability of said property.

(m) In determining the amounts applicable to the use of an infant, to consider or disregard the ability of the parent or parents of said infant to support said infant; and to make payment of any amount, applicable to the use of or payable to an infant, (1) to the guardian (whether qualified in my domicile or any other jurisdiction) of the person or property of such infant, or (2) to the parent or parents of such infant (whether or not legally appointed his or her guardian(s)), or (3) to the extent permitted by law, to a Custodian for such infant under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act, or (4) to apply the same for his or her benefit; the receipt of such guardian, parent or Custodian or the evidence of the application of such amount shall be a full discharge to my Personal Representatives and Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of my grandchildren ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN, no such payment shall be made to JEANNIE BERNSTEIN in any capacity as such grandchild's parent, guardian or Custodian.

(n) Severally to authorize, by instrument in writing, any person or corporation, including any co-fiduciary, bank or trust company, to act in the place of said Personal Representative or Trustee with respect to specified transactions, to sign a particular check or checks, or to execute any other specifically stated instruments in the name of said Personal Representative or Trustee.

(o) To remove any property held by them hereunder to or from my domicile or any other jurisdiction.

(p) To organize or participate in the organization of corporations, and to transfer to them any part or all of the property held by them hereunder in exchange for securities thereof.

(q) To exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in

the names of a majority of the Personal Representatives or Trustees qualified to participate, with the same effect as if all had joined therein; but by unanimous vote of the Personal Representatives or Trustees they may determine the number (one or more) who may give instructions to custodians, sign checks or have access to safe deposit boxes.

(r) To hold the principal or part of the principal of any of the trusts herein in one or more joint funds in which the separate trusts shall have undivided interests.

(s) To file such gift tax and income tax returns jointly with my spouse as they deem advisable.

(t) To compromise, settle, subordinate, arbitrate, extend, renew, modify, waive or extend the statute of limitations with respect to, or release, in whole or in part, any claim held by or against my estate or the trusts herein, or any mortgage or other security held by them or held against any property held by them hereunder.

(u) To participate in and consent to any corporate reorganization, dissolution, liquidation, merger, consolidation, sale or lease, or in and to any other change in any corporation or in its financial structure, and to become a depositor with any protective, reorganization or similar committee, and to make any necessary payments incident to the foregoing; to exercise or to sell any conversion, subscription or similar rights; and in general to exercise in respect to any securities the unrestricted rights of a personal owner, including voting in person and granting proxies, discretionary, general or otherwise.

(v) To the extent permitted by law, to register any property held by them hereunder in their names as Personal Representatives or Trustees or in the names of nominees, or to take and keep the same unregistered, in bearer form or otherwise in such condition as to pass by delivery.

(w) To lend such sums out of the income (other than of any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law) or principal of the trusts hereunder and upon such terms and conditions as they deem advisable; provided, however, that adequate security be obtained from, and reasonable interest be charged to, the borrower.

(x) To guarantee loans made to any beneficiary hereunder.

(y) To trade on margin (but only with the approval of my spouse in the case of any trust that qualifies for the marital deduction under either Federal or state law) and, for such purpose, to maintain and operate a margin account with any broker and to pledge any property held hereunder with such broker for loans and advances made to them. In connection with the foregoing, my Personal Representatives and Trustees are authorized and empowered to hold title in and to property in bearer, nominee or other form, without disclosure of any trust, so that title may pass by delivery.

TENTH: (a) All the powers granted to my Personal Representatives and Trustees hereunder may be exercised after the termination of the trusts hereunder in connection with the proper

administration and distribution thereof.

(b) Notwithstanding any provision in this Will to the contrary, any power (including discretionary powers) granted to my Personal Representatives and Trustees hereunder shall be absolutely void to the extent that the right to exercise or the exercise thereof would in any way cause my estate to lose all or part of the tax benefit afforded my estate by the marital deduction provisions under either Federal or state laws; without limiting the foregoing, with respect to the trusts for my spouse under Articles FOURTH and FIFTH of this Will, (1) subdivisions (a), (b), (c) and (p) of the preceding Article of this Will shall not apply and (2) my spouse may direct the Trustees, from time to time, to sell any property held as part of the principal, if it produces little or no income, and to invest the proceeds of sale in property that produces sufficient income to assure that such trust will qualify for the marital deduction.

(c) If any person beneficially interested hereunder shall die in the course of or as a direct result of the same disaster, accident or calamity as shall cause my death or the death of the life beneficiary upon whose death said person's interest is to take effect or under such circumstances that it cannot be readily determined whether I or said person, or the life beneficiary or said person, as the case may be, died first, then, for the purposes of this Will, said person shall be deemed to have died before me or before said life beneficiary, and my estate shall pass in such manner as would occur hereunder if said person had predeceased me or said life beneficiary, as the case may be.

(d) I direct that my Personal Representative(s) shall exercise the right, under Section 2207A(a)(1) of the Code and under any similar provision of any state law, to recover from the persons receiving any property referred to in said provisions (including the Trustees of any trust other than the pre-residuary trust under Article FOURTH of my spouse's Will) the amount of estate and inheritance taxes (and any interest and penalties relating thereto) paid by my estate attributable to such property. Subject to the direction in the preceding sentence, all estate and inheritance taxes of whatever kind imposed by reason of my death upon the property disposed of in this Will and upon any other property, including insurance but not including the pre-residuary trust under Article FOURTH of my spouse's Will (the taxes on which are to be paid out of the residuary trust thereunder), otherwise disposed of and subject to the imposition of said taxes, shall be charged, without right of reimbursement, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

For the foregoing purposes, estate and inheritance taxes shall include any generation-skipping transfer tax on a direct skip taking effect at my death (other than a direct skip from a trust not created by me), but no other generation-skipping transfer tax.

(e) Any income or principal payable to a beneficiary hereunder may, in the discretion of my Personal Representatives and Trustees, be applied by them for the benefit of said beneficiary.

(f) All testamentary powers of appointment granted in

this Will shall be exercisable by specific reference to this Will and, except as provided in subdivision (p) herein, shall not be exercisable in favor of the donee of the power or the donee's estate or creditors of the donee or of the donee's estate.

(g) Any person may renounce, in whole or in part, any provision in his or her favor hereunder and, in such event, the property covered by said provision, to the extent renounced, shall be disposed of as though said person had predeceased me, and if said property is to be held in trust, to the extent renounced, said property shall become free of the trust for said person (and of any power of appointment said person may have with respect thereto) and shall be disposed of as though said person had predeceased me. I do not intend by the foregoing to suggest that any particular person should so renounce.

(h) Any Personal Representative or Trustee who is an income beneficiary of a trust hereunder shall not be qualified to participate in the exercise of any power to make discretionary distributions to himself or herself or to make allocations, in his or her own favor, of receipts or expenses as between principal and income of such trust; nor shall any Personal Representative or Trustee participate in the exercise of a discretionary power to pay or apply income or principal to or for the benefit of a beneficiary whom said Personal Representative or Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Personal Representative(s) or Trustee(s).

(i) With respect to any Personal Representative or Trustee who is interested, in his or her individual capacity, in any firm or corporation in which my estate or any trust hereunder may have an interest, I direct that he or she may deal freely with said firm or corporation in his or her individual capacity, notwithstanding that there may be a conflict with his or her fiduciary capacity hereunder, but I direct that if one or more of my Personal Representatives or Trustees has no such personal interest, then as to all matters pertaining to said firm or corporation involving such conflict of interest the decision of my estate and of said trust shall be made by said disinterested Personal Representative(s) or Trustee(s).

(j) A person from time to time qualified as Personal Representative or Trustee hereunder shall not be disqualified from purchasing assets of my estate, provided (1) said purchaser shall not participate as Personal Representative or Trustee in the decisions of the Personal Representatives or Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Personal Representative(s) or Trustee(s); and (2) in fixing said price, conditions and terms said other Personal Representative(s) or Trustee(s) shall in all respects treat said purchaser in the same manner as though he or she were a third party, not qualified as Personal Representative or Trustee.

(k) My Personal Representatives and Trustees may purchase assets from or sell assets to other estates or trusts not created hereunder, notwithstanding that one or more of my said Personal Representatives and Trustees are fiduciaries of or beneficially interested in said estates or trusts; provided, however, that if one or more of my Personal Representatives or Trustees has no such interest, then as to all such matters the decision of my estate or of the trusts hereunder shall be made by said disinterested Personal Representative(s) or Trustee(s).

(l) My Personal Representatives and Trustees may exercise any rights or options with respect to any policy of life insurance held by them, whether granted in said policy or allowed by the insurer, including, but not limited to, surrendering, converting (into paid up or extended term insurance) or borrowing upon said policy; applying dividends against premiums or to purchase paid up additions; and exercising options with respect to surrender or payment of death proceeds.

(m) In any judicial proceeding involving my estate or any trust hereunder and in any non-judicial settlement of the account of a Personal Representative or Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(n) I direct that any administration expenses or debts charged to principal and not claimed and allowed as estate tax deductions shall be charged, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

(o) I direct that all charges incurred by my Personal Representatives in storing, packing, shipping, delivering and insuring any property passing under the provisions of this Will, whether such property is specifically bequeathed or otherwise, shall be paid by my Personal Representatives as expenses of administering my estate.

(p) Notwithstanding the provisions of Article SEVENTH of this Will, if (1) pursuant thereto, upon the death of the beneficiary of a trust thereunder, any trust property would be set aside for a person who is assigned to a generation younger than that of the beneficiary under Section 2651 of the Code and if (2) said property would be subject to a generation-skipping transfer tax on the death of the beneficiary, but would not be subject to said tax to the extent that said property is includable in the beneficiary's estate for Federal estate tax purposes, then and in that event said property shall instead pass in such manner, including to his or her estate, if he or she shall so appoint, as the beneficiary shall by Will appoint with the unanimous prior written consent of all of the then qualified Trustees of said trust, except those whose required concurrence would prevent said power of appointment from being a "general power of appointment" within the meaning of Section 2041(b)(1) of the Code. Only if and to the extent that said power of appointment is not effectively exercised shall said property be disposed of as provided in said Article SEVENTH.

(q) Wherever in this Will property is directed to be added to or combined with an existing trust for a descendant of mine hereunder, my Personal Representatives and Trustees shall not combine property with different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code, but shall add such property to the trust for such descendant hereunder which has the same generation-skipping transfer tax inclusion ratio as defined in Section 2642(a) of the Code as such property, or, if necessary, such property shall be held in a separate trust for such descendant, with said trust to have identical provisions to the existing trust for such descendant hereunder.

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(r) If, at any time, there shall be a trust under the Will of my spouse, or a trust created by me or by my spouse during our lifetimes, for the same beneficiaries and subject to the same provisions as a trust under this Will (or as a trust intended to be created under this Will), my Personal Representatives and Trustees are authorized and empowered, in their absolute discretion, to transfer the principal held (or intended to be held) in trust hereunder to the Trustees of such other trust (whether or not the Trustees of such other trust or their successors are the Trustees nominated or appointed hereunder) or to combine them (unless such trusts have different generation-skipping transfer tax inclusion ratios, as defined in section 2642(a) of the Code), to form a single trust for simplicity and convenience of administration; provided, however, that if any such trusts are prevented from being combined or otherwise consolidated pursuant to the provisions of this subdivision because any such trust has a different maximum period of time that property held in such trust could remain held in such trust (the "perpetuities period"), the Trustees shall be permitted to combine or otherwise consolidate such trusts pursuant to the provisions of this subdivision with the resulting trust assigned the lesser of the perpetuities periods of the original trusts.

(s) I authorize and empower my Personal Representatives to allocate the GST Exemption allowable to me pursuant to Section 2631 of the Code, to the extent that it shall not have been allocated (or deemed allocated) by me during my lifetime, in such manner as they, in their absolute discretion, shall determine.

(t) In no event shall any trust hereunder continue longer than the maximum term allowable under Florida law (or any other state that may govern the provisions of my Will) in effect at the time of my death, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.

(u) Every Personal Representative and Trustee hereunder, original and substitute, shall be chargeable only with said fiduciary's own respective receipts or acts, and shall not be liable for any loss or damage occurring hereunder without said fiduciary's willful default or deliberate wrongdoing, unless such loss or damage be occasioned by a violation of an express provision of this Will, and shall not be liable to my estate or any person beneficially interested hereunder for any loss or depreciation which may arise from any investment retained or made in accordance with the provisions of this Will or which may be occasioned by the exercise of any discretion authorized herein, whether such investment be continued or made in accordance with or in disregard of recommendations obtained as above provided.

(v) Wherever the context permits, the words "Personal Representatives" or "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."

(w) To the extent permitted by law, none of the beneficiaries hereunder shall have the power to convey, anticipate, assign, encumber or in any way dispose of any part of the income or principal of their respective trust funds, nor shall said principal or income be in any way or in any amount answerable or chargeable with their duties, obligations, judgments or claims however arising, nor shall said principal or income be

taken or reached by any legal or equitable process in satisfaction thereof, it being my intent, so far as the law allows, to make said trusts what are commonly known as "spendthrift trusts."

(x) In determining whether or not to exercise any discretionary power to pay income or principal of my estate or any trust hereunder, my Personal Representatives or Trustees may, but shall not be required to, (1) with respect to the trusts created under Article THIRD, Article FOURTH, and subdivision (a) of Article FIFTH of this Will, take into account any other resources available to the beneficiary under consideration; (2) take into account any effect the exercise thereof may have on the respective tax liabilities of my estate or any trust hereunder and the beneficiary under consideration; and (3) consider and accept as correct any statement concerning these matters made by the beneficiary under consideration or on behalf of such beneficiary.

(y) I waive compliance by my Trustees with any law now or hereafter in effect requiring qualification, registration or accounting by my Trustees to any Court.

(z) Wherever reference is made in this Will to the "Code" it shall mean the Internal Revenue Code of 1986, as amended, and, if to any specific provision, it shall include any comparable provision of any subsequently enacted revenue law of the United States in effect from time to time.

ELEVENTH: The term "descendants" as used in this Will shall specifically exclude my daughter PAMELA BETH SIMON and her

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descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15 day of August, Two Thousand.

_____ (L.S.)

The foregoing instrument, consisting of this and seventeen preceding typewritten pages, was signed, sealed, published and declared by SIMON L. BERNSTEIN, the Testator, to be his Last Will and Testament, in our presence, and we, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 15th day of August, Two Thousand at 2255 Glades Road, Boca Raton, Florida.

George O'Kirby residing at 1133 SW 20th Street
Boca Raton, FL

_____ residing at 2415 NW 32nd St.
Boca Raton, FL

STATE OF FLORIDA)
: SS.:
COUNTY OF PALM BEACH)

We, SIMON L. BERNSTEIN, George O. Karibjanian and Robert Jacobowitz, the Testator and the witnesses respectively, whose names are signed to the attached or foregoing instrument, were sworn, and declared to the undersigned officer that the Testator, in the presence of the witnesses, signed the instrument as his Last Will and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Will as a witness.

Testator

George O. Karibjanian
Witness

Witness

Subscribed and sworn to before me by SIMON L. BERNSTEIN, the Testator, and by George O. Karibjanian and Robert Jacobowitz, the witnesses, on August 15, 2000, all of whom personally appeared before me. SIMON L. BERNSTEIN is personally known to me or has produced _____ as identification. George O. Karibjanian is personally known to me or has produced _____ as identification. Robert Jacobowitz is personally known to me or has produced _____ as identification.

Notary Public (Affix Seal)
My commission expires:
My commission number is:

NADINE M. CATALFAMO
COMMISSION # CC817749
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

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IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE/GUARDIANSHIP DIVISION IY
CASE NO.: 502011CP000653XXXXSB

IN RE: THE ESTATE OF:
SHIRLEY BERNSTEIN,
Deceased
_____/

ELIOT IVAN BERNSTEIN, PRO SE,
Petitioner,
vs.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY & PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000),
Respondents.
_____/

TRANSCRIPT OF PROCEEDINGS
BEFORE
THE HONORABLE MARTIN H. COLIN

South County Courthouse
200 West Atlantic Avenue, Courtroom 8
Delray Beach, Florida 33344

Friday, September 13, 2013
1:30 p.m. - 2:15 p.m.

Stenographically Reported By:
JESSICA THIBAULT

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APPEARANCES

On Behalf of the Petitioner:
ELIOT IVAN BERNSTEIN, PRO SE
2753 NW 34th Street
Boca Raton, Florida 33434

On Behalf of the Defendants:
LAW OFFICE OF MARK MANCERI, P.A.
2929 East Commercial Blvd., Ste. 702
Fort Lauderdale, Florida 33308
(954) 491-7099
mrmlaw@comcast.net
BY: MARK MANCERI, ESQ.

Also present:
Robert Spallina, Esq.
Theodore Bernstein
Mrs. Bernstein, Petitioner's wife

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P R O C E E D I N G S

THE COURT: All right, we're here on the Shirley Bernstein estate, 2011CP000653. Counsel, make your appearances.

MR. MANCERI: Good afternoon, your Honor, Mark Manceri. I'm here on behalf of Robert Spallina and Donald Tescher, named respondents.

MR. ELIOT BERNSTEIN: Good afternoon, your Honor, my name is Eliot Bernstein, and I'm representing myself pro se.

MR. THEODORE BERNSTEIN: Your Honor, Ted Bernstein, trustee of the estate, and I'm here representing myself today.

THE COURT: Okay, thanks.

Let me just get the case up on the computer, please.

All right, so I set oral argument based upon Mr. Bernstein's emergency motions, and I did so with the cautionary language in the notice of hearing that I assume both of you have, that indicates that I first want to hear what makes this matter emergency as defined by our law, so, because you're pro se, Mr. Bernstein, I want to make sure you're aware

No one is representing as the Personal Representative, Manceri is representing them as estate counsel, their other role. No Personal Rep because when Si died no one notified the Court and a successor PR or Trustee was never elected.

Ted is not "trustee" of the estate as their was no papers approved by court because they never closed estate while Simon was alive.

of that particular aspect of what I just said.

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Counsel knows. This is not an emergency in your mind. It's an emergency as the law calls it an emergency. You're probably going to show me a case or an administrative order and tell me how this is an emergency.

The second part of it is what type of evidentiary hearing we need to have, so you're up first.

MR. ELIOT BERNSTEIN: Okay, you want me to step up or?

THE COURT: You could do it right from there.

MR. ELIOT BERNSTEIN: It's an emergency because three of the beneficiaries --

THE COURT: Say again? I couldn't -- you mumbled, I couldn't hear you.

MR. ELIOT BERNSTEIN: It's an emergency because three of the beneficiaries of the estates lives have been put in danger.

THE COURT: Okay, so they're about to be killed?

MR. ELIOT BERNSTEIN: They're about to be cut off of school, insurance, the necessary care that was set aside in the estates.

THE COURT: So it's not physical harm?

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MR. ELIOT BERNSTEIN: No.

THE COURT: So it's financial harm?

MR. ELIOT BERNSTEIN: Correct.

THE COURT: Educational harm?

MR. ELIOT BERNSTEIN: Correct.

THE COURT: Show me in either the law or the administrative order where that is defined as an emergency.

MR. ELIOT BERNSTEIN: If it's not then I made a mistake.

THE COURT: You're supposed to know that. That's why we're having this hearing.

MR. ELIOT BERNSTEIN: Well, I'm pro se.

THE COURT: I know. We brought all this judicial effort here. No, sir, this is not a free shot for you.

MR. ELIOT BERNSTEIN: I thought that it was an emergency.

THE COURT: No, it's not your thought.
MR. ELIOT BERNSTEIN: Okay.
THE COURT: I cautioned you in the notice of hearing you so came today -- I kind of cautioned you whether this is an emergency, okay? So you need to demonstrate to me where under our laws this situation that you say the

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evidence would show is imminently happening, imminent means today, okay, where an emergency exists.
The last two emergencies I did, someone was on the way to the airport waiting to be taken illegally to Iran, a non-hate convention country. We had to get an order out so that Homeland Security would rush down with armed guards and protect a child from going overseas and never coming back to the U.S.
The other one was we had to get an order so police could break down the door to prevent someone from being physically killed or harmed physically.
Those two were emergencies. Is this an emergency like that?
MR. ELIOT BERNSTEIN: I believe so.
THE COURT: Okay, all right, so let me tell you, I'm going to let you go forward. If I do not believe so, get your checkbook out.
MR. ELIOT BERNSTEIN: Okay.
THE COURT: You're going to personally pay for the cost of this.
MR. ELIOT BERNSTEIN: Okay.
THE COURT: It doesn't seem so based upon

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what you've told me, but you have this belief that it is. Remember, show me that it's a legal emergency like I gave the example of it. Someone is going to die, be taken out of the jurisdiction, someone's wellbeing today is going to be -- you know, they're going to be without food, they'll be on the street tomorrow.
MR. ELIOT BERNSTEIN: Okay.
THE COURT: So is that the type of hearing I need?
MR. ELIOT BERNSTEIN: Yes.

THE COURT: Okay. So tell me how that -- what evidence is there that this is an emergency along those lines?

MR. ELIOT BERNSTEIN: Okay, the estate representatives when my parents died told us that they were understanding the special circumstances me and my three children are in, and that funds had been set aside and not to worry, there would be no delay of paying their living costs and everything that my father and mother had been paying for years to take care of them, and then they were paying that out of a bank account at Legacy Bank.

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THE COURT: Who is they?

MR. ELIOT BERNSTEIN: Mr. Spallina had directed Rachel Walker to pay the expenses of a Legacy bank account. It was being paid. And then Mr. Spallina stated that I should or that Rachel should -- she was fired, she should now turn the accounts over to my wife to start writing checks out of an account we've never seen.

So I said I didn't feel comfortable writing checks out of an account, especially where it appeared my dad was the signer, so I called Legacy Bank with Rachel and they were completely blown away that checks had been being written out of a dead person's account. Nobody had notified them that Simon had deceased. And that no -- by under no means shall I write checks out of that account, and so then Mr. Spallina told me to turn the accounts over to Janet Craig of Oppenheimer, and Oppenheimer was going to pay the bills as it had been done by Rachel in the past. And so we sent her the Legacy account. We thought all that was how things were being done and, you know, he doesn't give us any documents

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whatsoever in the estate, so we don't know, you know, what he's operating out of, but Oppenheimer then started to pay the things -- first they said, wait a minute, these are school trust funds -- well, they actually said that after they started paying, and they were a

little hesitant that these funds were being used for personal living expenses of everybody, which the other Legacy account had been paying for through an agreement between and my parents. And then what happened was Mr. Spallina directed them to continue, stating he would replenish and replace the funds if he didn't get these other trusts he was in the process of creating for my children in place and use that money he would replenish and replace it.

So the other week or two weeks or a few week ago Janet Craig said that funds are running low and she contacted Mr. Spallina who told her that he's not putting any money into those trusts and that there's nothing there for me, and that basically when that money runs out the kids' insurance, school, their home electricity and everything else I would

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consider an emergency for three minor children will be cut off, and that was not --

THE COURT: Let me ask you a question.

MR. ELIOT BERNSTEIN: Yes, sir.

THE COURT: At the time when you say things were as they should be, your parents were alive and they were paying bills of you and your children?

MR. ELIOT BERNSTEIN: Correct, 100-percent, through an agreement.

THE COURT: An agreement with them?

MR. ELIOT BERNSTEIN: Yes.

THE COURT: Okay. Then who died first?

MR. ELIOT BERNSTEIN: My mom.

THE COURT: Because this is what -- you filed it under your mom's estate.

MR. ELIOT BERNSTEIN: Okay.

THE COURT: Is your father alive or dead?

MR. ELIOT BERNSTEIN: My father is deceased today a year ago.

THE COURT: All right. So you're saying that after your father died, however it happened, bills for you and your children continued to be paid somehow?

MR. ELIOT BERNSTEIN: First out of an

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account that they shouldn't have been being paid out of.

THE COURT: And then it stopped?

MR. ELIOT BERNSTEIN: It stopped. Then it was transferred to Oppenheimer.

THE COURT: And they paid for a little while?

MR. ELIOT BERNSTEIN: Correct.

THE COURT: And when did that stop?

MR. ELIOT BERNSTEIN: Correct, just on August 28th, with one-day's notice.

THE COURT: Okay. So the bills that they were paying for you were what bills?

MR. ELIOT BERNSTEIN: All of them.

THE COURT: All the bills.

MR. ELIOT BERNSTEIN: Health insurance, electricity, water, food, clothing, everything, 100-percent.

THE COURT: When did the emergency take place?

MR. ELIOT BERNSTEIN: On August 28th. They told me if I didn't sign releases that Robert wanted me to sign and turn the money over to my brother, the remaining corpus of the trust, that they were going to shut the funds

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off as of that day.

THE COURT: And they did?

MR. ELIOT BERNSTEIN: I'm not 100-percent sure, because then I asked them for their operating documents that Mr. Spallina had sent them, and once again we've got un-notarized documents --

THE COURT: We'll talk about the notary thing in a second.

MR. ELIOT BERNSTEIN: Okay. Then we have new improperly notarized documents authorizing the trust to operate, and they sent me incomplete documents which are unsigned on every page of the trust agreement, so they're telling me and I've asked them three times if they have signed copies and three times they've sent me unsigned copies.

THE COURT: Okay, but what bills today --

MR. ELIOT BERNSTEIN: All of them.

THE COURT: What bills are unpaid as overdo today?

MR. ELIOT BERNSTEIN: Health insurance is one.
THE COURT: What's overdue today?
MR. ELIOT BERNSTEIN: Health insurance is
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one.
THE COURT: All right, name the health insurance company.
MR. ELIOT BERNSTEIN: It's COBRA.
THE COURT: COBRA is not a company.
MR. ELIOT BERNSTEIN: Blue Cross.
THE COURT: Blue Cross, okay. How much is overdue to Blue Cross today?
MR. ELIOT BERNSTEIN: $2,000 or so.
THE COURT: It's not $2,000 a day.
MR. ELIOT BERNSTEIN: A month.
THE COURT: $2,000 a month is the health insurance bill?
MR. ELIOT BERNSTEIN: Correct.
THE COURT: When was that bill due?
MR. ELIOT BERNSTEIN: Well, this is the problem. All of the bills are going to them and they don't share with me any of that.
THE COURT: So how do you know that you don't have health insurance coverage?
MR. ELIOT BERNSTEIN: Only because it's paid by them on that date. Usually on the first.
THE COURT: September 1st?
MR. ELIOT BERNSTEIN: Yes. As of
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September 1st I don't believe they have --
THE COURT: Is the coverage in effect today?
MR. ELIOT BERNSTEIN: I don't know.
THE COURT: If you don't know, how do you know that it's an emergency?
MR. ELIOT BERNSTEIN: I just know they haven't paid it.
THE COURT: Okay, so --
MR. ELIOT BERNSTEIN: I don't have --
THE COURT: So you have coverage you said as of August 31st you had coverage?
MR. ELIOT BERNSTEIN: We don't know. We don't have an accounting if she stated that, I'm sorry.

THE COURT: Okay, so you may be covered, you may not be covered?
MR. ELIOT BERNSTEIN: Correct.
THE COURT: What other bill is unpaid as of today.
MR. ELIOT BERNSTEIN: And that's my wife and my children too.
THE COURT: Okay.
MR. ELIOT BERNSTEIN: Again, they have all the bills, so when they're due, like the

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electric was due on the 28th, then they usually pay it. I don't even get the bills. So the bills are going straight to Oppenheimer.
THE COURT: How do you know authoritatively that they're not being paid?
Ma'am, you can't speak. You're not a lawyer, right?
MRS. BERNSTEIN: No.
THE COURT: Up, move to the back.
MR. ELIOT BERNSTEIN: You want her to go back?
THE COURT: Yes, because she's disruptive. I can't speak to you and hear her.
MR. ELIOT BERNSTEIN: Okay.
THE COURT: So stay there in absolute silence. You could write something if you want, is that agreed?
MRS. BERNSTEIN: Yes.
THE COURT: Okay, go ahead. How do you know these monthly bills are not being paid? How do you know the way you know today is Friday, you know what your name is, know meaning indisputable knowledge.
MR. ELIOT BERNSTEIN: I can't say for certainty since I don't receive it and manage

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and pay the bills.
THE COURT: Well then how is it an emergency if you don't know?
MR. ELIOT BERNSTEIN: Well, because we know that within this next month if electricity isn't paid and there's no money to pay it and he doesn't reimburse the trusts that all those bills on whatever date they were due were lapsing in the next few hours.

THE COURT: From today?
MR. ELIOT BERNSTEIN: From the 28th.
THE COURT: The 28th of August?
MR. ELIOT BERNSTEIN: Correct, sir.
THE COURT: All right. So you don't know if they've been paid or not. You still have your electric on?
MR. ELIOT BERNSTEIN: Yes.
THE COURT: Are any services shut off?
MR. ELIOT BERNSTEIN: No.
MR. ROTHMAN: Maybe like things like lawn and stuff, the lawn guys have been coming, said we owe them money, which we've never heard that from this guy knocking on the door.
THE COURT: All right. Is the lawn an emergency situation?

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MR. ELIOT BERNSTEIN: No. You just asked if any bills --
THE COURT: These are not emergencies then.
MR. ELIOT BERNSTEIN: Okay.
THE COURT: Remember, you filed a motion that stopped the courthouse from working.
MR. ELIOT BERNSTEIN: I'm very sorry.
THE COURT: We thought you were ready to die on the day you filed the motion.
MR. ELIOT BERNSTEIN: I'm very sorry.
THE COURT: Okay.
MR. ELIOT BERNSTEIN: I believed it was an emergency. The minor children are in there.
THE COURT: Let me ask, how old are you?
MR. ELIOT BERNSTEIN: I'm 50.
THE COURT: Can you pay an electric bill?
MR. ELIOT BERNSTEIN: No.
THE COURT: Why not?
MR. ELIOT BERNSTEIN: I don't have any employment.
THE COURT: Why not? If there's an emergency and you're not eating and you have children --
MR. ELIOT BERNSTEIN: It's very

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complicated, but --
THE COURT: Well, could you work to pay your electric bill? If that made a difference?

MR. ELIOT BERNSTEIN: No, I haven't been able to gain employment due to Ricco-related-type crimes that have been committed against me and my family.
THE COURT: So your kids are without food, you would have them starve rather then go over to Burger King or Dunkin Donuts and get a job doing --
MR. ELIOT BERNSTEIN: I've tried all those things.
THE COURT: And they won't hire you?
MR. ELIOT BERNSTEIN: Let me explain.
THE COURT: Will they hire you to make enough money?
MR. ELIOT BERNSTEIN: No. And that's why my father and mother had set aside these funds to pay those bills because they understood the gravity --
THE COURT: So here's what we'll do, we're going to have a hearing, tell me if you're comfortable, whether there's any employment you could get, so I'm going to bring the people

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from Florida State Employment who tell me there's hundreds of jobs today that you could work.
MR. ELIOT BERNSTEIN: Okay.
THE COURT: You could start today as a laborer right outside this courthouse. Why don't you do that?
MR. ELIOT BERNSTEIN: Well, because if I do that I have tax liens that are --
THE COURT: Who cares? You want to feed your children. They're going to pay you money to feed your children.
MR. ELIOT BERNSTEIN: Okay, I'll explain. I have tax liens which are under investigation by the inspector general of the tax administration department, currently ongoing, that were put on me as part of the efforts in a Ricco-related lawsuit that I'm involved in. These are just the facts, I'm just telling you --
THE COURT: What's to stop you from working as a laborer?
MR. ELIOT BERNSTEIN: Because they then attach my wages --

THE COURT: They don't even know that

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you're working, and you have an emergency, you could feed your children.

MR. ELIOT BERNSTEIN: They know I'm working.

THE COURT: How do they know you're working?

MR. ELIOT BERNSTEIN: Well, actually, if you read the last articles I put in the petition six or five, one of those two, I put in the articles that have been released in the press that say that they were misusing joint terrorism task force funds and resources to monitor and violate our rights through the Patriot Act violations, and that they have done that to me in the related cases in the federal court.

THE COURT: All right, whatever you say. I don't think you want -- if you want a hearing on whether you could go to work today, physically go to work and pay, I'll give you that hearing right now and I'll get someone from Florida Employment. Here's the deal, you lose all your motions as soon as they tell you that you could go outside and work.

Do you want that hearing or not? You

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could physically earn enough money to pay for food for your children today, you tell me you can't do -- that someone is going to tackle you and stop you from working outside as a laborer to get enough money to feed your children? That's the emergency, your children are starving. You're a parent. You're going to tell me you're going to let your children starve and not work to earn enough money to feed them, that's what you're telling me, correct?

MR. ELIOT BERNSTEIN: No. Well, I won't tell you that because, I guess, if you say there's some job that you could get me I'll get it.

THE COURT: There's tons of jobs.

MR. ELIOT BERNSTEIN: I know, I've applied for so many over the years --

THE COURT: I mean maybe not as a CEO of a company. $10, $9.00 an hour jobs --

MR. ELIOT BERNSTEIN: I've applied for minimum wage and had trouble, believe me.

THE COURT: I'm talking about getting work today -- if you tell me you can't work today I'll have a hearing on that.

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MR. ELIOT BERNSTEIN: I can work today.

THE COURT: Well, then you could feed your children today.

MR. ELIOT BERNSTEIN: Okay, if I could get a job --

THE COURT: That's not an emergency. You might have a hearing on it down the line, but it's not an emergency.

MR. ELIOT BERNSTEIN: Okay.

THE COURT: An emergency means my kids are starving, they haven't eaten, there's no food, and I can't legally get them food because I can't work. I have people who are blind, who have no arms and legs, and they can't work.

MR. ELIOT BERNSTEIN: Okay.

THE COURT: That's different, that's not you.

MR. ELIOT BERNSTEIN: Okay.

THE COURT: Okay. Can't work and don't want to work, think they're reasons not to work are two different things.

MR. ELIOT BERNSTEIN: Okay.

THE COURT: Okay. What's your position on the emergency before we go to some of these others issues which concern me about what he

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said.

MR. MANCERI: Good afternoon, your Honor. As I stated in my opening, I represent Robert Spallina and Mr. Tescher. I would like to apologize --

THE COURT: So their roles are what in this case?

MR. MANCERI: They were counsel or are counsel for the estate of Shirley Bernstein, as well as counsel for the estate of Simon Bernstein, who is in front of Judge French.

THE COURT: Okay.

MR. MANCERI: But before I make my presentation, I would just like to apologize for Mr. Tescher's absence. He's out of town for the holiday.
THE COURT: Okay. Who are the PR's that you represent?
MR. MANCERI: Well, Shirley Bernstein there is no technically any PR because we had the estate closed.
THE COURT: Okay.
MR. MANCERI: And what emanated from Mr. Bernstein's 57-page filing, which falls lawfully short of any emergency, was a petition

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to reopen the estate, so technically nobody has letters right now.
Simon Bernstein, your Honor, who died a year ago today as you heard, survived his wife, Shirley Bernstein, who died December 10, 2010. Simon Bernstein was the PR of his wife's estate.
As a result of his passing, and in attempt to reopen the estate we're looking to have the estate reopened. So nobody has letters right now, Judge. The estate was closed.
THE COURT: So you agree that in Shirley's estate it was closed January of this year, there was an order of discharge, I see that. Is that true?
MR. ELIOT BERNSTEIN: I don't know.
THE COURT: Do you know that that's true?
MR. ELIOT BERNSTEIN: Yes, I believe.
THE COURT: So final disposition and the order got entered that Simon, your father --
MR. ELIOT BERNSTEIN: Yes, sir.
THE COURT: -- he came to court and said I want to be discharged, my wife's estate is closed and fully administered.
MR. ELIOT BERNSTEIN: No. I think it

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happened after --
THE COURT: No, I'm looking at it.
MR. ELIOT BERNSTEIN: What date did that happen?
THE COURT: January 3, 2013.
MR. ELIOT BERNSTEIN: He was dead.

MR. MANCERI: That's when the order was signed, yes, your Honor.
THE COURT: He filed it, physically came to court.
MR. ELIOT BERNSTEIN: Oh.
THE COURT: So let me see when he actually filed it and signed the paperwork. November. What date did your dad die?
MR. ELIOT BERNSTEIN: September. It's hard to get through. He does a lot of things when he's dead.
THE COURT: I have all of these waivers by Simon in November. He tells me Simon was dead at the time.
MR. MANCERI: Simon was dead at the time, your Honor. The waivers that you're talking about are waivers from the beneficiaries, I believe.
THE COURT: No, it's waivers of

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accountings.
MR. MANCERI: Right, by the beneficiaries.
THE COURT: Discharge waiver of service of discharge by Simon, Simon asked that he not have to serve the petition for discharge.
MR. MANCERI: Right, that was in his petition. When was the petition served?
THE COURT: November 21st.
MR. SPALLINA: Yeah, it was after his date of death.
THE COURT: Well, how could that happen legally? How could Simon --
MR. MANCERI: Who signed that?
THE COURT: -- ask to close and not serve a petition after he's dead?
MR. MANCERI: Your Honor, what happened was is the documents were submitted with the waivers originally, and this goes to Mr. Bernstein's fraud allegation. As you know, your Honor, you have a rule that you have to have your waivers notarized. And the original waivers that were submitted were not notarized, so they were kicked back by the clerk. They were then notarized by a staff person from Tescher and Spallina admittedly in error. They

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should not have been notarized in the absentia of the people who purportedly signed them. And I'll give you the names of the other siblings, that would be Pamela, Lisa, Jill, and Ted Bernstein.

THE COURT: So let me tell you because I'm going to stop all of you folks because I think you need to be read your Miranda warnings.

MR. MANCERI: I need to be read my Miranda warnings?

THE COURT: Everyone of you might have to be.

MR. MANCERI: Okay.

THE COURT: Because I'm looking at a formal document filed here April 9, 2012, signed by Simon Bernstein, a signature for him.

MR. MANCERI: April 9th, right.

THE COURT: April 9th, signed by him, and notarized on that same date by Kimberly. It's a waiver and it's not filed with The Court until November 19th, so the filing of it, and it says to The Court on November 19th, the undersigned, Simon Bernstein, does this, this, and this. Signed and notarized on April 9, 2012. The notary said that she witnessed Simon

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sign it then, and then for some reason it's not filed with The Court until after his date of death with no notice that he was dead at the time that this was filed.

MR. MANCERI: Okay.

THE COURT: All right, so stop, that's enough to give you Miranda warnings. Not you personally --

MR. MANCERI: Okay.

THE COURT: Are you involved? Just tell me yes or no.

MR. SPALLINA: I'm sorry?

THE COURT: Are you involved in the transaction?

MR. SPALLINA: I was involved as the lawyer for the estate, yes. It did not come to my attention until Kimberly Moran came to me after she received a letter from the Governor's Office stating that they were investigating some fraudulent signatures on some waivers that were signed in connection with the closing of

the estate.
THE COURT: What about the fact, counsel, let me see who signed this. Okay, they're all the same as to -- so let me ask this, I have a

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document where Eliot, you're Eliot, right?
MR. ELIOT BERNSTEIN: Yes, sir.
THE COURT: Where you purportedly waived accounting, agreed to a petition to discharge on May 15th, and you signed that. Do you remember doing that? Do you remember that or not? I'm looking at it.
MR. ELIOT BERNSTEIN: I remember signing it and sending it with a disclaimer that I was signing it because my father was under duress and only to relieve this stress that he was being --
THE COURT: Well, I don't care -- I'm not asking you why you signed it.
MR. ELIOT BERNSTEIN: I also signed it with the expressed -- when I signed it I was coned by Mr. Spallina that he was going to send me all the documents of the estate to review. I would have never lied on this form when I signed it. It's saying that I saw and I never saw --
THE COURT: Let me ask you --
MR. ELIOT BERNSTEIN: I lied.
THE COURT: Did you have your signature notarized?

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MR. ELIOT BERNSTEIN: No.
THE COURT: Kimberly Moran never signed or notarized his signature?
MR. MANCERI: Yes, your Honor, and that's been addressed with the Governor's office.
THE COURT: You need to address this with me.
MR. MANCERI: I am going to address it with you.
THE COURT: Here's what I don't understand because this is part of the problem here, is that Shirley has an estate that's being administered by Simon.
MR. MANCERI: Correct.
THE COURT: There comes a time where they

think it's time to close out the estate.
MR. MANCERI: Correct.
THE COURT: Waivers are sent out, that's kind of SOP, and people sign off on that.
MR. MANCERI: Right.
THE COURT: And why are they held up for six months, and when they're filed it's after Simon is already deceased?
MR. MANCERI: They were originally filed away, your Honor, under the signature of the

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people.
THE COURT: No, they weren't filed, that's the whole thing. I'm looking at the file date, filed with The Court.
MR. MANCERI: No, they were returned by the clerk because they didn't have notarization. We have affidavits from all those people, Judge.
THE COURT: Well you may have that they got sent up here.
MR. MANCERI: We have affidavits from all of those people.
MR. ELIOT BERNSTEIN: Including Simon?
THE COURT: Slow down. You know how we know something is filed? We see a stamp.
MR. MANCERI: It's on the docket sheet, I understand.
THE COURT: So it's stamped in as filed in November. The clerk doesn't have -- now, they may have rejected it because it wasn't notarized, and that's perhaps what happened, but if in the meantime waiting cured the deficiency of the document, two things happen you're telling me, one, Simon dies.
MR. MANCERI: Correct.

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THE COURT: And when those documents are filed with the clerk eventually in November they're filed and one of the documents says, I, Simon, in the present.
MR. MANCERI: Of Ms. Moran.
THE COURT: No, not physically present, I Simon, I would read this in November Simon saying I waive -- I ask that I not have to have an accounting and I want to discharge, that

request is being made in November.
MR. MANCERI: Okay.
THE COURT: He's dead.
MR. MANCERI: I agree, your Honor.
THE COURT: Who filed that document?
MR. MANCERI: Robert, do you know who filed that document in your office?
MR. SPALLINA: I would assume Kimberly did.
MR. MANCERI: Ms. Moran.
THE COURT: Who is she?
MR. MANCERI: She's a staff person at Tescher and Spallina.
THE COURT: When she filed these, and one would think when she filed these the person who purports to be the requesting party is at least

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alive.
MR. MANCERI: Understood, Judge.
THE COURT: Not alive. So, well -- we're going to come back to the notary problem in a second.
MR. MANCERI: Okay.
THE COURT: In the meantime, based upon all that I discharge the estate, it's closed.
Here's what I don't understand on your side, you're representing yourself, but the rules still apply. You then file, Eliot Bernstein, emergency petitions in this closed estate, it's closed.
MR. ELIOT BERNSTEIN: You reopened it.
THE COURT: When did I reopen it?
MR. MANCERI: No, it hasn't been reopened, your Honor.
THE COURT: There's an order that I entered in May of 2013 denying an emergency petition to freeze assets. You filed this one in May. Do you remember doing that?
MR. ELIOT BERNSTEIN: I believe so.
THE COURT: And what you said was there's an emergency in May, you want to freeze the estate assets appointing you PR, investigate

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the fraud documents, and do a whole host of other things, and the estate had been closed. The reason why it was denied among other

things, one, it may not have been an emergency, but, two, the case was not reopened. There's no reopen order.

MR. ELIOT BERNSTEIN: I paid $50 to someone.

THE COURT: You may have paid to file what you filed, but there's no order reopening the estate.

MR. ELIOT BERNSTEIN: Okay, that's my mistake.

THE COURT: It's closed, the PR is discharged, they all went home.

MR. ELIOT BERNSTEIN: And I filed to reopen because we discovered the fraudulent documents.

THE COURT: But then you still had to ask to reopen --

MR. ELIOT BERNSTEIN: And notice, your Honor, that they haven't come to you in all of that time, he said he just got notified from the governor the other day about this fraud, I put it in your court and served him months ago

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and he never came to me or you or anybody else to know that the police are calling him, the sheriff and the governor's Office.

THE COURT: Then you filed another emergency similarly, served you folks, Tescher and Spallina. I denied it because it wasn't an emergency because nothing was happening I thought had to happen on the day or two after.

MR. ELIOT BERNSTEIN: Well, now that I understand emergency --

THE COURT: The estate wasn't open and it really wasn't an emergency at the time. And then you filed a motion in the ordinary course to have things heard, and a motion to -- bunch of other motions, to remove PR.

MR. ELIOT BERNSTEIN: Well, with each successive crime we found -- by the way, that's kind of why this is an emergency because with the use of these fraudulent documents a bunch of other crimes are taking place.

THE COURT: Okay. Representing yourself is probably not the easiest thing.

MR. ELIOT BERNSTEIN: I had counsel, your Honor, but Mr. Spallina abused her so much and

she ran up a $10,000 bill.

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THE COURT: Doesn't help me.
MR. ELIOT BERNSTEIN: Doesn't help you, okay.
THE COURT: Then in August you started again, September you started again, and at least I set the hearing because it's kind of hard when I read your allegations I couldn't figure it out. Now I think, okay -- so now let me ask you this, counsel.
MR. MANCERI: Yes, sir.
THE COURT: So the pleadings get filed, the estate gets closed.
MR. MANCERI: Correct.
THE COURT: Simon dies. So what happened with Shirley's estate?
MR. MANCERI: Shirley's estate is closed, as you said.
THE COURT: I know the administration is closed. What happened with her estate? Where did that go? Did she have a will?
MR. MANCERI: Her assets went into trusts, and her husband had a power of appointment which he exercised in favor of Mr. Bernstein's children.
THE COURT: Okay.

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MR. MANCERI: And that leads to the trust that he mentioned at Oppenheimer which he mislead The Court as to what's happening with that.
THE COURT: Let me slow you down.
MR. MANCERI: Okay.
THE COURT: So her estate assets went into a trust?
MR. MANCERI: Correct.
THE COURT: And that trust is --
MR. MANCERI: And Ted Bernstein, I believe, is the trustee of that trust.
THE COURT: And you're brothers?
MR. THEODORE BERNSTEIN: That's correct.
THE COURT: All right. So then -- so Simon really wasn't alive long when he died as trustee?
MR. MANCERI: Not terribly long.

THE COURT: All right. So he was a trustee. Was she a trustee as well?
MR. MANCERI: He died, your Honor. Again she died December 10, 2010. He died September of 2012.
THE COURT: Right, but was he a trustee also of Shirley's trust?

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MR. MANCERI: Yes.
THE COURT: So she dies, the estate is closed, her assets are in a trust. Simon then dies. What happened with his estate? Judge French is hearing it, but tell me what happened.
MR. MANCERI: My understanding is that money went into a trust for the grandchildren.
THE COURT: Grandchildren of Eliot?
MR. MANCERI: Well there's actually ten of them, ten grandchildren, which he has three.
THE COURT: So the beneficiary level for Simon was he skipped over his children and gave everything to the grandchildren?
MR. MANCERI: That's correct.
MR. ELIOT BERNSTEIN: No.
THE COURT: That's not what happened with your father's estate?
MR. ELIOT BERNSTEIN: No.
THE COURT: That's not what the rule says to do?
MR. ELIOT BERNSTEIN: No.
THE COURT: What does the rule say to do?
MR. ELIOT BERNSTEIN: The rule is not properly notarized. He didn't appear --

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THE COURT: What did the will say that The Court used?
MR. ELIOT BERNSTEIN: The Court filed a will and amended trust, both improperly notarized.
THE COURT: You didn't answer my question, so stop speaking.
MR. ELIOT BERNSTEIN: Okay.
THE COURT: If you don't answer me you give up your right to participate. Stop, don't speak, all right, because you waived your right because you refused to answer my question,

okay. So I'll let you answer it.
MR. MANCERI: If I can, your Honor.
THE COURT: Go ahead.
MR. MANCERI: The ten grandchildren shares -- and I want to be clear on this, this gentleman is only a tangible personal property beneficiary. He and his own proper person. And the mother. That's all he's entitled to. No cash request, nothing directly to him, because of his financial problems among other issues.
THE COURT: Okay.
MR. MANCERI: He has been asked to

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establish accounts for the benefit of his children and he refused to do it.
THE COURT: I'm not interested in that, here's what I'm interested in.
MR. MANCERI: All right.
THE COURT: So before this latest realm of pleadings were filed, both parents are deceased?
MR. MANCERI: Yes.
THE COURT: They both have trusts?
MR. MANCERI: Right.
THE COURT: Simon's trusts are for the benefit of the grandchildren?
MR. MANCERI: Correct.
THE COURT: And Shirley's trust is for the benefit of who?
MR. MANCERI: The grandchildren now because Simon died.
THE COURT: So children-level, Eliot, Ted were skipped over as beneficiaries?
MR. MANCERI: That's correct, your Honor.
THE COURT: Now, tell me the best you can the way Eliot described that there was some deal that had been in effect with Shirley and Simon while they were alive that kept on going

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after Shirley died to help support his children.
MR. MANCERI: That I can't comment on personally, your Honor, because I never met either one of them.
THE COURT: Do you know anything about

that?
MR. MANCERI: He was the draftsman. His firm was the draftsman.
THE COURT: So did Shirley and --
MR. ELIOT BERNSTEIN: They didn't draft --
THE COURT: Stop. Next time you speak out of turn you will be held in contempt of court.
MR. ELIOT BERNSTEIN: Sorry.
THE COURT: Why get yourself in trouble? You're being rude.
MR. ELIOT BERNSTEIN: Sorry.
THE COURT: So is it true that when they were alive they were helping to support Eliot's family?
MR. SPALLINA: To the best of my knowledge, yes, sir.
THE COURT: So after Shirley died, did that continue?
MR. SPALLINA: Yes, I assume so, that Si

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was paying bills.
THE COURT: And when he died in September of last year, what happened, if anything?
MR. SPALLINA: There was an account that we set up in the name of Bernstein Family Reality. That was owned by three old trusts not that we created, but were created by Mr. Bernstein in 2006 that owned the house that the family lives in, so there was an LLC that was set up, Bernstein Family Realty, LLC, there's the three children's trust that own the membership interest in that, and there was a bank account at Legacy Bank that had a small amount of money that Si's assistant Rachel had been paying the bills out of on behalf of the trusts.
When Mr. Bernstein died, Oppenheimer, as trustee of the three trusts and in control of the operations of that entity, assigned themselves as manager, had the account moved from Legacy to Oppenheimer, and continued to pay the bills they could with the small amount of money that was in the Legacy account.
At this time, the Legacy account was terminated because there were no funds left,

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they started using the funds inside the three trusts at Oppenheimer to pay for health, education, maintenance and support --

THE COURT: Of the grandchildren?

MR. SPALLINA: Of the grandchildren. And it was probably at the time that Mr. Bernstein died about $80,000 in each of those trusts last September.

THE COURT: Okay, so then what happened?

MR. SPALLINA: So over the course of the last year -- the kids go to private school, that's an expensive bill that they pay, think it's approximately $65,000. There were other expenses throughout the year. The trust assets as of this week I spoke to Janet Craig, have depleted down collectively across the three trusts for about $25,000.

THE COURT: Total left?

MR. SPALLINA: Total left in the three trusts.

THE COURT: Any other trusts?

MR. SPALLINA: Again, this is not part of the estate right now, so let's leave the estate of Shirley and Si completely separate. Just trying to get to the issue that Mr. Bernstein

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spoke about first.

THE COURT: Right.

MR. ELIOT BERNSTEIN: Oppenheimer called me and said that the trusts are coming to the end of their useful life, it doesn't pay to administer them anymore. They're going to make final distribution to Mr. Bernstein and his wife as the guardians of their children.

They sent out standard waivers and releases for him to sign in exchange for the remaining money that was there. There was a disagreement that ensued and I have the e-mail correspondence between Eliot and Janet Craig at Oppenheimer that this is extortion and that Mr. Spallina and you have devised a plan not to give us the rest of the money. That's not the case at all. In fact, we told them to distribute the rest of the money, there's been $12,000 in bills submitted to them that they are either paying today or on Monday, and the $14,000 or some-odd dollars that would be left

are in securities that they have to liquidate, supposedly they would have good funds today, but there was some threats of litigation and so they said that it might be prudent to hold onto

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this. There's also some expenses outstanding on accounting fees and tax preparation fees.
THE COURT: Let me ask you this, what's the other part of the estate planning that Shirley or Simon had, another trust?
MR. SPALLINA: Both of their estates say that at the death of the second of us to die, pursuant to Si's exercise over his wife's assets, that all of those assets would go down to ten grandchildren's trust created under their dockets.
Mr. Bernstein was on a call while his father was alive with his other four siblings where he had called me and said, Robert, I think we need to do a phone call with my children to explain to them that I'm going to give this to the ten grandchildren.
THE COURT: And that happened?
MR. SPALLINA: And that happened.
THE COURT: So right now the status, there's a trust that deals with that, or more than one trust.
MR. SPALLINA: There's both Si's estates and Shirley's estates basically say after and again there is some litigation.

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THE COURT: And that's different than this $14,000 --
MR. SPALLINA: Yeah, those are three trusts that were just designed to hold.
THE COURT: Who's administering those trusts?
MR. SPALLINA: Those trusts, Ted Bernstein is the trustee of his mother's trust and holds three assets.
THE COURT: Who is the trustee of the father's trust?
MR. SPALLINA: Don Tescher and myself.
THE COURT: And what are those trusts doing with trust assets?
MR. SPALLINA: On the estate side there

was a claim filed by a former employee of Mr. Bernstein for $2.5 million-plus, so there's litigation that's been pending in the estate now for basically since this date, and those funds are just sitting in a partnership account at JP Morgan with no distributions that have been made at all.
THE COURT: So what's the total corpus of the what I'll call the ten grandchildren's trust of both grandparents?

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MR. SPALLINA: Not taking into account the litigation?
THE COURT: Well, no, you haven't paid anything out yet.
MR. SPALLINA: I would say it's approximately $4 million.
THE COURT: So there's litigation going on in Simon's --
MR. SPALLINA: Estate.
THE COURT: And at some point when that claim is resolved the trust will then be administered by your firm and...
MR. SPALLINA: No, that's not the case. Each of the adult children for their own children are designated to serve as trustee of their children's trust.
THE COURT: So a distribution takes place then once the money gets to the trust age?
MR. SPALLINA: Correct, and today again the Shirley Bernstein trust does have liquid assets in it. There was two properties, real estate properties, the residential home and a condo on the beach. The condo on the beach sold back in April or May. There were funds that came into the account at that time. Ted

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was going to make partial distribution. He sent out an e-mail with tax I.D. numbers and the naming of the trust to the five children for the purposes of them opening up the accounts.
THE COURT: Okay, what happened?
MR. SPALLINA: Seven of ten accounts were opened and were actually funded this week with $80,000.

THE COURT: Total or each?
MR. SPALLINA: Each.
THE COURT: Three of Eliot's --
MR. SPALLINA: Are not open. And we've asked multiple --
THE COURT: And he executed documents to open $240,000 immediately or very quickly go into those accounts?
MR. SPALLINA: Yes, sir.
THE COURT: Go ahead.
MR. SPALLINA: Now, there was a question from our client as trustee of his mother's trust because he has apprehension as do the other siblings as to whether or not Mr. Bernstein is the proper trustee for that trust.

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THE COURT: Okay, all right.
MR. SPALLINA: We had discussions about possibly making emergency distributions to pay the expenses, but not necessarily --
THE COURT: Not giving the money directly to him.
MR. SPALLINA: Not necessarily put in all $80,000 in all three of those trusts.
THE COURT: Does the trust pay expenses directly or give money to the parent who pays the expenses? Do you pay the electric bill or do you give money to Eliot to pay the electric bill?
MR. SPALLINA: Today?
THE COURT: Now, how does that work with the others kids?
MR. SPALLINA: They were just funded, but normally the trustee of the trust would pay for expenses on behalf of the beneficiary if they're minor children. Some of the children here are adults. So to the extent they're adults they would make distribution.
THE COURT: So what's the resolution of the notary problem? Has that been resolved?
MR. SPALLINA: I can speak to it.

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MR. MANCERI: Please, Robert, go ahead. The Judge is addressing you, be my guest.
MR. SPALLINA: In April of last year we

met with Mr. Bernstein in April of 2012 to close his wife's estate.
THE COURT: No, I know that part.
MR. SPALLINA: Okay.
THE COURT: I mean everyone can see he signed these not notarized. When they were sent back to be notarized, the notary notarized them without him re-signing it, is that what happened?
MR. SPALLINA: Yes, sir.
THE COURT: So whatever issues arose with that, where are they today?
MR. SPALLINA: Today we have a signed affidavit from each of the children other than Mr. Bernstein that the original documents that were filed with The Court were in fact their original signatures which you have in the file attached as Exhibit A was the original document that was signed by them.
THE COURT: It was wrong for Moran to notarize -- so whatever Moran did, the documents that she notarized, everyone but

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Eliot's side of the case have admitted that those are still the original signatures of either themselves or their father?
MR. SPALLINA: Yes, sir.
THE COURT: I got it.
MR. MANCERI: And we can file those affidavits, Judge, at any time.
THE COURT: So now I'm trying to deal with the oral argument for today.
So I only have in front of me Shirley's estate. Shirley's estate is closed.
MR. MANCERI: Your Honor, could I bring you up to speed on one thing maybe you're not seeing on your docket.
THE COURT: Yes.
MR. MANCERI: We actually filed a motion to actually reopen the estate when we learned about the deficiency in the affidavit issue.
THE COURT: Okay.
MR. MANCERI: And that was signed August 28th of this year. Do you have a copy of that, Judge, can I approach?
THE COURT: Hold on, it should be here, but let's see. Because I have an August 28th

file, I have that.

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MR. MANCERI: You have that.
THE COURT: Motion to reopen the estate.
MR. MANCERI: Right, your Honor. We set it for an evidentiary hearing.
THE COURT: When is it set?
MR. MANCERI: It's set for October 28th, your Honor, for an hour at 11:00 a.m.
THE COURT: I'm going to decide on Shirley's case whether to open it and how to deal with whatever issues pertain to this, but, Eliot, on your side you have an emergency motion to freeze assets of the estate, so I would say to you with a closed estate where the PR, Simon, has been already discharged, and a petition for discharge approved, what assets are there in a closed estate where the estate assets have already been distributed that I can now in your motion freeze?
MR. ELIOT BERNSTEIN: The petition --
THE COURT: Listen to my question. It's artful. What assets now that the estate's been closed, that the estate's been fully administered, and the estate has been discharged, can I freeze that I could identify still belong to Shirley's estate?

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MR. ELIOT BERNSTEIN: I can't tell you because I never got a document regarding the assets.
THE COURT: But when you say it's an emergency hearing --
MR. ELIOT BERNSTEIN: But I was supposed to get those documents, correct?
THE COURT: Well, I don't know what documents --
MR. ELIOT BERNSTEIN: I was a beneficiary, unlike they said, me, my brother was cut out of my mother's estate and my older sister.
THE COURT: They said you were a beneficiary of personal property.
MR. ELIOT BERNSTEIN: No, I was the third beneficiary to the entire estate.
THE COURT: All right, I don't know.
MR. SPALLINA: At one point he was.

MR. MANCERI: Early on, your Honor.
THE COURT: But on the will that was probated?
MR. MANCERI: No.
THE COURT: Okay, so maybe you don't know then, your mother changed her will, they say.
MR. ELIOT BERNSTEIN: Did my mother change

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her will?
MR. SPALLINA: You know that your father did.
MR. ELIOT BERNSTEIN: No, he asked if my mother did.
MR. SPALLINA: Oh, yes.
THE COURT: Okay, all right --
MR. ELIOT BERNSTEIN: After she was dead using alleged --
THE COURT: Not after she was dead.
MR. ELIOT BERNSTEIN: No, your Honor, my father went back into my mother's estate and made changes after we believe he was dead using documents that are signed forged, by the way those documents you're looking at --
THE COURT: Here's the thing.
MR. ELIOT BERNSTEIN: Yes.
THE COURT: You want me to freeze assets of an estate that's already been fully probated. I can't freeze something that doesn't exist.
MR. ELIOT BERNSTEIN: Can you reopen it because it was closed on fraudulent documents?
THE COURT: They asked for the estate to be reopened. They want to have a hearing on

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that.
MR. ELIOT BERNSTEIN: Okay.
THE COURT: Do you have responses to your motion?
MR. MANCERI: Mr. Spallina filed it, but I don't believe so yet, your Honor.
THE COURT: So we know one person wants to reopen it, Eliot, correct? Who did you notice of that motion?
MR. MANCERI: This motion was served on Ted Bernstein, Pamela --
THE COURT: Ted, do you want the estate

reopened, Shirley's estate reopened?
MR. THEODORE BERNSTEIN: I think you're asking me a legal question, your Honor.
THE COURT: Does anyone represent you?
MR. MANCERI: Not at the moment, your Honor. I may depending on how far this goes.
THE COURT: All right, well, what I'm getting at is, is anyone opposing the reopening of the estate?
MR. MANCERI: No, your Honor. We want to open it to cure what his allegation is.
THE COURT: First step, one, is reopen.
MR. MANCERI: Correct.

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THE COURT: So why do we have to wait until the end of October to reopen the estate when we could do that in mid-September?
MR. MANCERI: No reason, your Honor.
THE COURT: Any reason why we need to wait?
MR. ELIOT BERNSTEIN: No.
THE COURT: All right, so...
MR. MANCERI: You haven't heard any objections to this from anybody else, have you Robert?
MR. SPALLINA: No.
THE COURT: All right, so get me up an agreed order that I could open up the estate.
MR. MANCERI: Okay, you'll take care of that, Robert?
MR. SPALLINA: Uh-Huh.
MR. MANCERI: We'll take the October hearing off your docket.
THE COURT: You don't need an evidentiary hearing to prove it, I'm going to do it, and under these circumstances that makes sense.
Okay, so I'm going to have it reopen the estate. So now the question is --
MR. MANCERI: Your Honor, just so I'm

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clear.
THE COURT: Yes, Shirley's estate.
MR. MANCERI: The reason we asked to reopen it is to cure or address this alleged fraud.
THE COURT: But all I'm physically doing

is saying, Rich, reopen.
MR. MANCERI: Agreed. I just wanted to be clear.
THE COURT: I don't want you to get rid of the hearing.
MR. MANCERI: Oh, you don't, okay.
THE COURT: So at the hearing whatever it is in relief that you want now that the estate is open, I'll hear that.
MR. MANCERI: Okay.
THE COURT: And, Mr. Bernstein, whatever you want relief-wise to happen with respect to Shirley's estate, not Shirley's trust, but Shirley's estate, you could have a hearing on that. I'll combine everyone who has an interest in getting some relief.
MR. MANCERI: Only thing I was going to say, your Honor, after this was noticed I got into this matter. I have a conflict on the

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28th at that hour. If we could move it to the afternoon I'd appreciate it.
THE COURT: I'll get my book and see. Maybe I can, I don't know.
MR. MANCERI: That's my only issue on the 28th.
THE COURT: I don't know, I'll look.
So let me try to make some progress, all right.
So today is whether in Shirley's estate there's an emergency, here is my order, no. Okay?
MR. MANCERI: Okay.
THE COURT: Next, whether -- what type of evidentiary hearing, if any, needs to be held. For Shirley's estate purposes I guess I have to figure out the following: It appears that there could be some problem in the documents that took place to lead Shirley's estate to be closed and distributed as it took place, okay because --
MR. MANCERI: Right.
THE COURT: It took place pursuant to documents that may have been improperly notarized. Now. That doesn't mean that

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anything happened, it just means the documents may have a taint to them themselves.

MR. MANCERI: Right.

THE COURT: But I'll take a look at it and see whether there's anything that has to happen differently than what already happened with respect to that.

MR. MANCERI: Judge, in furtherance in making that determination, would you like us to submit these to you?

THE COURT: What are those?

MR. MANCERI: These are the original affidavits. I haven't made copies.

THE COURT: File them.

MR. MANCERI: Just file them, okay. Very good, we'll file them and serve them.

THE COURT: Mr. Bernstein, I want you to understand something. Let's say you prove what seems perhaps to be easy, that Moran notarized your signature, your father's signature, other people's signatures after you signed it, and you signed it without the notary there and they signed it afterwards. That may be a wrongdoing on her part as far as her notary republic ability, but the question is, unless someone

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claims and proves forgery, okay, forgery, proves forgery, the document will purport to be the document of the person who signs it, and then the question is, will something different happen in Shirley's estate then what was originally intended? Originally intended they say, the other side, was for Simon to close out the estate. The estate they say was small. The estate gave everything to the trust and that's what it did, and that was the end of the estate.

Remember, this is not everything about your parents and their estate planning. This is one small component, Shirley's estate alone, not her trust, and nothing to do with what happened with Simon, okay, because that's not before me. Simon's case is before Judge French.

Having said that, one of the other reasons why I have to consider whether your matter is an emergency, even if there was something that

I could enter an order on or have a hearing on immediately that could free up money from Shirley that you personally would be entitled to, you tell me you don't even know that you

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were not a beneficiary of the estate, so certainly you're not doing your groundwork to tell me if it's an emergency or not because it could be an emergency if you were a beneficiary of her will that was probated, but you don't even know one way or the other. So you could be a stranger to the estate. She may have disinherited you from the estate. She may have chosen to only give you personal property. So if you're not entitled to anything, you don't have an emergency. You're not entitled to anything. Go ahead.

MR. ELIOT BERNSTEIN: I never was noticed --

THE COURT: It doesn't matter.

MR. ELIOT BERNSTEIN: -- by the estate planner when she died.

THE COURT: Okay.

MR. ELIOT BERNSTEIN: So he's supposed to notify the beneficiaries.

THE COURT: Who?

MR. ELIOT BERNSTEIN: Mr. Spallina.

THE COURT: Of what?

MR. ELIOT BERNSTEIN: That there are beneficiaries of the estate.

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THE COURT: But what if you weren't a beneficiary?

MR. ELIOT BERNSTEIN: I was at that time. My dad doesn't change that until a year-and-a-half later. Are you following?

THE COURT: This may be about it, but you're interested in some financial relief. If you don't want to go out and get a laborer job today to feed your children that's your choice.

MR. ELIOT BERNSTEIN: I didn't say that.

THE COURT: I'm not in charge of feeding your children or paying your electric bills, you are. You have to do what a parent does to take care of their children. It doesn't sound like you're doing everything that you can, but

that's technically not before me.
But in the meantime not knowing a whole lot about this case, it's my first time I'm really having this type of dialogue. I heard some voice that said there's cash to feed your children that could become readily in your pocket or in someone's pocket to pay bills that could help your children. I heard that. They say the stumbling block to your children getting the benefit of that money is you. I

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don't know whether that's true or not, but if you want your children to imminently get money and they have imminent money to give your children, maybe you want to sit with Ted and that other side and see if there's some money that could come to your children.
MR. ELIOT BERNSTEIN: Excuse me.
THE COURT: Sure.
MR. ELIOT BERNSTEIN: That's like asking me to participate in what I allege is a fraud.
THE COURT: No, it doesn't --
MR. ELIOT BERNSTEIN: Listen, if the money comes to my children and it was supposed to have gone to me, and these documents that are all shady and unsigned wills with -- un-notarized wills and trusts don't stand. The money comes to me personally, Eliot Bernstein.
MR. MANCERI: Your Honor --
THE COURT: Let me just say this to you. Maybe two, three years from now as a result of the same trust litigation you'll be right, but in the meantime according to you there's money that could feed your children that you don't want to touch because you think the money should go to you instead of your children that

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they're willing to --
MR. ELIOT BERNSTEIN: Well, I think there are other beneficiaries.
THE COURT: -- put in accounts to go for the benefit of your children.
MR. ELIOT BERNSTEIN: I think there are other beneficiaries that are also --
THE COURT: They signed off.
MR. ELIOT BERNSTEIN: No, just their

parents have. The children don't even know.
They're not even represented.
THE COURT: Well, the parents represent
the child.
MR. ELIOT BERNSTEIN: No, but they have
conflicting interests.
THE COURT: Well, you say that --
MR. ELIOT BERNSTEIN: Our attorney wrote a
subpoena and said it. I had to get two lawyers
because my attorney couldn't represent both
sides of this.
MR. MANCERI: I'm very concerned about
something Mr. Bernstein just told The Court.
He's the one objecting they're in conflict,
he's stating from what I'm piecing together
that he believes that his children are getting
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money that the parents really was supposed to
go to him personally. He's got the inherent
conflict with that mindset.
MR. ELIOT BERNSTEIN: I'm not saying I
don't.
THE COURT: Okay, here's the point, if
you're at a point where you're asking The Court
for an emergency because you can't feed
children, and there's someone around the corner
that's holding out a $20 bill and says you
could have it to feed your children, and you
go, you know, I'm not going to take that to
feed my children because I want to have a court
determine that it really was mine, then I don't
know that you're treating this as an emergency.
Emergencies mean you figure out a way of
getting the money to your children sooner than
later, and they say it's happening imminently,
cash that could pay bills for your children.
That's what they say. If it's an emergency and
your kids are starving, and you as the parent
say that might be my money and not my kids', so
I want to wait for two or three years and let
the money stay in a bank account until I could
figure it out, and not feed my children, I
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think you need to reflect upon some of your
decisions.
MR. MANCERI: Your Honor --

THE COURT: What?
MR. MANCERI: I'm not saying we're going to do this, Judge, but this sounds like this may need an ad litem for these kids.
THE COURT: Well, I don't know, let's not add fuel to the fire.
MR. MANCERI: Because I'm troubled by what he's saying.
THE COURT: All right, so --
MR. ELIOT BERNSTEIN: Here's why I have not taken that money.
THE COURT: Why?
MR. ELIOT BERNSTEIN: Because if you told me, your Honor, that you just murdered him, and here's $20 from his pocket to feed your kids from the crime --
THE COURT: If they were starving I would take the $20.
MR. ELIOT BERNSTEIN: On that advice, I'll take the money.
THE COURT: If they were starving --
MR. ELIOT BERNSTEIN: On that advice --

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THE COURT: Your kids are starving. I'm not giving you advice.
MR. ELIOT BERNSTEIN: On that advice, I will --
THE COURT: The $20 didn't murder anybody, did it? Did the $20-bill murder someone?
MR. ELIOT BERNSTEIN: It's stealing money from people.
THE COURT: They're not -- this isn't stolen money. This is your parents' money.
MR. ELIOT BERNSTEIN: If I take that money and put it in my kids' accounts, it's actually taking money from what we believe are the true and proper beneficiaries --
THE COURT: Which is you.
MR. ELIOT BERNSTEIN: No, through -- one of, through --
THE COURT: So meanwhile if your kids are starving and you don't take the money, all I could say to you, there's obviously -- if you look at the documents I mean you're not going to confess to killing Kennedy as part of receiving the money, but if they want to give you money for your children and you don't want

to take it because you think it's yours, and

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you want to wait years --
MR. ELIOT BERNSTEIN: That's not why I want to dispute it.
THE COURT: You think that there's some --
MR. ELIOT BERNSTEIN: I think that it's part of a fraud that forged documents were used to --
THE COURT: But it's still your parents money --
MR. ELIOT BERNSTEIN: -- convert estate assets to the wrong beneficiary.
THE COURT: But they want to now get it to you.
MR. ELIOT BERNSTEIN: No, not me.
THE COURT: To your children.
MR. ELIOT BERNSTEIN: Listen, I'll take the money without explanation on it. I agree. Listen, the only reason I didn't want to take the money was so I wouldn't be part of a fraud.
THE COURT: You're not, obviously no one is accusing you of fraud. If they give you money to care for --
MR. ELIOT BERNSTEIN: But then I could accuse them of fraud if I'm participating.
THE COURT: I mean all you're doing is

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signing a receipt. You don't know where the money came from. You're not signing off -- you're not saying that you make a declaration that the money came from them, the other side to you in only legal means. You're just signing a receipt.
MR. MANCERI: But he is signing off on that he's going to honor the terms of the trust. If he is signing off to that --
THE COURT: If it comes to you as trustee for your children, you are -- you have a duty to only use it for the children, not yourself. Not you. You still have to work for you. Now, you don't have to work for your children, maybe. You still have to support yourself.
MR. ELIOT BERNSTEIN: Yeah.
THE COURT: The money has to get spent on your children if that's how you get it.

MR. ELIOT BERNSTEIN: Right.
THE COURT: That's all we're talking about is money to feed your children.
MR. ELIOT BERNSTEIN: You see, if the money came to me, it's also for me and my wife and feeds our children.
THE COURT: That's not what they said. It

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does not go to support you and your wife.
MR. ELIOT BERNSTEIN: If the money comes to me as a beneficiary, it does. If all these nonsense documents that are forged and --
THE COURT: If they want to give it to you only under their condition this is because their version is it belongs to your children.
MR. ELIOT BERNSTEIN: Right.
THE COURT: Don't accept it, you don't get it. If you accept it, it goes to your children. You may not like that, but it only could be used for your children, because that's the deal that they make. You take that deal because you don't want your kids to starve.
You may not like it, you want to be supported too, but they don't want to support you. They don't think it's your money, they think it's your children's money. So why turn that -- maybe you're entitled to it, but why turn down money that could help support your children in the meantime.
MR. ELIOT BERNSTEIN: If your logic is correct, your Honor, I agree.
THE COURT: Well, I don't know if my logic is correct.

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MR. ELIOT BERNSTEIN: Here's the legal problem --
THE COURT: Stop, no, the hearing is over. I'm not giving more legal advice. Your hearing goes on, okay, see you.
MR. MANCERI: Your Honor, any chance of resetting it?
THE COURT: I'm going to ask my office to flip it around to the afternoon. I'll take care of that.
MR. MANCERI: Thank you, your Honor. We'll submit an order to your Honor.

THE COURT: Okay, clear it with him and see if you could actually get something that makes sense. It's really narrow.
MR. MANCERI: It's very narrow. We've got the transcript, Judge.
THE COURT: It's only really that there's no emergency here. Everything everyone raises on the 28th.
MR. MANCERI: Very good, Judge. Do you think we can do it in an hour, Judge?
THE COURT: We'll try.
MR. MANCERI: Okay.
MR. ELIOT BERNSTEIN: I'm sorry, your

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Honor, for calling an emergency.
THE COURT: All right. Just there's a lot of work when you call something an emergency.
MR. ELIOT BERNSTEIN: I didn't understand what you go through.
THE COURT: Okay, bye.
MR. MANCERI: It's an evidentiary, Judge, we're going to call witnesses.
THE COURT: Witnesses and evidence.
MR. MANCERI: Very good.
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(The proceeding was concluded at 2:15 p.m.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, Jessica Thibault, a Court Reporter,

certify that I was authorized to and did stenographically report the proceedings in the above-styled cause before the Honorable Martin H. Colin, pages 1 through 72; and that the transcript is a true record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Dated this 17th day of September, 2013.

_____
Jessica Thibault
Court Reporter

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