

Heritage Union Life Insurance Company

PO Box 1147, Jacksonville, IL 62651-1147

Phone 800-825-0003 Fax 803-333-7842

Visit us at www.insurance-servicing.com

4926 claims

May 10, 2012

SIMON BERNSTEIN

C/O DIANA

FAX # 561-~~825-0833~~

688-11

Insured Name: SIMON C/O DIANA BERNSTEIN

Policy Number: 1009208

Correspondence Number: 09652475

Dear SIMON BERNSTEIN:

Thank you for contacting Heritage Union Life Insurance Company.

Enclosed are copies of all of the forms and letters concerning the beneficiaries and owner of the policy. We do not have any copy of the trust documents on file.

If you have any questions, please call the Client Service Center at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Client Services

Enclosure(s): Word Form

NO. 598 P. 1

MAY 10 2012 3:05PM

TS006475



Capitol Bankers Life

1 OF APPLICATION TO

CAPITOL BANKERS LIFE INSURANCE COMPANY
Home Office: Minneapolis, Minnesota
Administrative Office: 735 North Water St. P.O. Box 2818
Milwaukee, Wisconsin 53201 (414) 277-8998

(For an Annuity "Proposed Insured" means "Annuitant")

1009208

PERSONS TO BE INSURED (Print First Name, Middle Initial, Last Name) Sex Age Birthdate State of Birth Ht. Build Wt. Social Security Number
PROPOSED INSURED SIMON BERNSTEIN M 12/3/35 Mich
SPOUSE (if to be insured or Payor)
DEPENDENT CHILDREN IF TO BE INSURED
Residence Address 620 N. SHERIDAN Rd. Employer S.B. LEXINGTON, INC.
City GLENCOE State ILL. Zip 60022 Business Address 9933 LAWLER
County Telephone No. Occupation EXECUTIVE
Proposed insured will be owner of policy unless otherwise indicated.
Owner's Name First Arlington National Bank, Trustee Social Security Number
Mailing Address Of S.B. Lexington, Inc. Employee Death Benefit Trust
Relationship to Proposed Insured

- 1. Is this insurance intended to replace or modify any insurance or annuity now carried? Yes No
2. Are there any other applications now pending for Life or Health Insurance? Has any person to be covered?
3. Flown in past 3 years other than as a fare paying passenger or is such contemplated?
4. Ever participated in sky diving, skin diving, scuba diving, auto racing, mountain climbing or any avocation of a similar nature?
5. Had drivers license suspended or revoked? Drivers license number
6. Do you now smoke cigarettes?
7. If no, have you ever smoked cigarettes?
8. If yes, when did you stop?

LIFE INSURANCE OR ANNUITY APPLIED FOR:

Plan CVL
Amount \$2,000,000
Level Term for Yr. \$
Reducing Term for Yr. \$
Waiver of Premium G.P.O.
ADB Other Units

If available, automatic premium loan provision? Yes No
Premiums Ann. Qtr. List Bill Other
Payable S.A. PAC Allotment

Total insurance in force? (If space is insufficient, enter under Remarks.)

Table with 4 columns: Name of Company, Coverage (Life), Amount of Acc. Death, Year of Issue. Row: INTER-OCEAN, 1,000,000, 80

Beneficiaries: (Full names and relationship. If minor, give date of birth.) First Arlington National Bank, Trustee Primary? Of S.B. Lexington, Inc. Employee Death Contingent? Benefit Trust

Send Notices to: see below
Proposed Insured at Address Above
or to Owner at Address Above Business Address Above

Remarks/Amendments PLEASE SEND PREMIUM NOTICES TO: * S.B. Lexington, Inc. Employee Death Benefit Plan, c/o National Service Association 9933 Lawler Suite 210 Skokie, Illinois 60077

I represent that the statements and answers given in this application are true and complete to the best of my knowledge and belief. I understand and agree that insurance upon this application will not become effective (A) unless this application is accepted by the Insurance Company during my lifetime and the lifetime of each dependent listed above and (B) unless the first premium is paid in full during my lifetime and the lifetime of each dependent listed above.

ACKNOWLEDGEMENT AND AUTHORIZATION

I hereby acknowledge receipt of a notice titled "Notice to Applicants for Insurance" respecting the filing and distribution of medical information concerning myself and receipt of a notice respecting the Fair Credit Reporting Act. Public Law 91-508. I hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person that has any records or knowledge of me or my health to give to the Capitol Bankers Life Insurance Company or its reinsurers any such information. A photographic copy of this authorization shall be as valid as the original.

Is there a replacement involved in this transaction? Yes No

Signed at CHICAGO, ILLINOIS City State

Signature of Proposed Insured

Date 3/2/82



National Service Association

600 WEST JACKSON BLD. - SUITE 800 - CHICAGO, IL 60661 - (312) 993-0537

April 10, 1992

Sheldon Simon
S&S Bag & Burlap Company
1024 West Kinzie
Chicago, IL 60622

Dear Mr. Simon:

Please sign below to formally remove First of America Trust Company as Trustee and to approve LaSalle National Bank as Successor Trustee.

Please fax immediately to: Sandy Kapsa
National Service Association
600 W. Jackson Boulevard, Suite 800
Chicago, IL 60661

Ms. Melissa Mueller
First of America Trust Company
120 W. State St., P.O. Box 1628
Rockford, IL 6110-0128

Re: S&S Bag & Burlap Company

Dear Ms. Mueller:

This serves as notification to remove First of America Trust Company as our Trustee. The LaSalle National Bank is the Successor Trustee. Please release our complete file and assets to:

LaSalle National Trust, N.A.
135 S. LaSalle Street
4th Floor
Chicago, IL 60603
Attention: Mr. William Kursar

Sincerely,

Title:
S&S Bag & Burlap Company



National Service Association

600 WEST JACKSON BLVD. SUITE 800 CHICAGO, IL 60606 (312) 993-0537
60601

June 5, 1992

Terri Holfert
Capitol Bankers Life
205 E. Wisconsin Avenue
P.O. Box 2016
Milwaukee, WI 53201

Re: Change of Trustees
Simon Bernstein #1009208

Dear Terri:

Enclosed are copies of the removal of First of America Trust Company as trustee, and the appointing of the LaSalle National Trust, N.A. as Successor Trustee for Simon Bernstein/S.B. Lexington, Inc. policy at Capitol Bankers Life Insurance Company.

Please change all records to show LaSalle National Trust, N.A. as Trustee for the above policy.

I have also enclosed a letter from LaSalle National Trust, N.A. accepting the above cases.

If you need any additional information, please let me know.

Sincerely yours,


Sandy Kapsa

Enclosure(s)

JUN 09 1992

 Capitol Bankers Life

April 3, 1998

Capitol Bankers Life Insurance Company
Box 19191
Greenville SC 29602 9191
800-825-0003
Fax 864-609-4505

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON , FL 33496

RE: SIMON BERNSTEIN
- Policy #1009208

Dear SIMON BERNSTEIN

The executed ownership change for the above mentioned policy
is as follows:

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON , FL 33496

Capitol Bankers Life Insurance Company is happy to be of service
to you. If we can be of any further assistance, please feel free
to contact our office at 1-800-825-0003.

Sincerely,
Capitol Bankers Life Insurance Company

DONNA HADLEY
Policyowner Service Department

cc: CAPITOL BANKERS LIFE INSURANCE Agent #0000735

04/03/88 FRI 10:23 FAX 1 312 0773

S.T.P.

03/30/88 11:22 312 819 0790 SIP ENTERPRISES
APR 27 '88 11:46PM LIBERTY INSURANCE SERVICES

P.2

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 10151
Greenville, South Carolina 29603-0151
804-528-2142 @ 804-528-2001 @ FAX 804-528-4225

REQUEST LETTER

Use this form to: change address, premium mode, name, beneficiary, or owner; request duplicate policy, surrender, or non-forfeiture option; effect release of interest.

Instructions

1. A separate request form must be completed for each policy.
2. Please print or type all information except signatures.
3. If applicable, the term "insured" also means "annuitant," and the term "policy" also means "contract."

Required Signatures

- a. Owner must sign ALL requests.
- b. If policy is co-terminally assigned, assignee must sign if request number 8 is made.
- c. If beneficiary was designated without right of revocation, beneficiary must sign if request number 8 or 9 is made.
- d. If owner resides in a community property state, the spouse of the owner must sign if request number 4 is made.
- e. If owner is a partnership, each partner must sign if request number 8 or 9 is made.
- f. If owner is a corporation, only an authorized officer other than the insured may sign. A resolution of authorization by the corporation board of directors must be attached to this form if request number 8 or 9 is made.
- g. "Witness Signatures" and "Additional Required Signatures" apply to any and all requests within this form.

Insured Simon Bernstein / S. B. Lexington Policy Number 1009208
 Owner Lasalle National Trust Telephone Number of Owner (312) 904-2486
 Mailing Address of Owner 135 South LaSalle Street Chicago IL 60674

1. ADDRESS CHANGE (Owner Only). The "Mailing Address of Owner" indicated above is a change of address. Change policy records and send all future correspondence and notices to the new address.

2. ADDRESS CHANGE (Other than Owner).
 For Insured Assignee Payer (Billing Address) Other _____
 New Address: _____

3. MODE OF PREMIUM PAYMENT CHANGE
 Change Mode to: Annual Semi-Annual Quarterly Pre-Authorized Check (attach complete authorization form and voided check)

NOTE: One of the premium due dates of the new mode must be a policy anniversary.

4. BENEFICIARY CHANGE
 I hereby revoke all previous beneficiary designations and settlement options for the above policy. The beneficiary shall be as shown below. The rights of the beneficiary will be subject to the rights of any assignee of record.

| FULL NAME OF BENEFICIARY | RELATIONSHIP | % OF PROCEEDS |
|--------------------------|--------------|---------------|
| PRIMARY _____ | _____ | _____ |
| CONTINGENT _____ | _____ | _____ |

Note: If beneficiary is being changed to a trust, give date of Trust Agreement: _____

5. NAME CHANGE FOR: Insured Owner
 From _____ to _____
 Reason for change: Marriage Divorce Other: _____
 (If the person whose name is to be changed is the policyowner, both the old and the new name must be signed at the bottom of this form on the line "Owner's Signature.")

6. OWNERSHIP CHANGE - ABSOLUTE ASSIGNMENT.
 For the value received, I hereby give all benefits, rights, and privileges incident to ownership of the above policy to:
 New Owner: Simon Bernstein Soc. Sec./Tax I.D. No. _____
 Mailing Address: 7020 Lions Head BGA Rotor FL 33496

If ownership is being transferred to a trust, give date of Trust Agreement: _____

2-0 (10/80) 0001

7. **DUPLICATE POLICY (GOOD) has been issued** or **CERTIFICATE OF INSURANCE (good)**
I hereby declare that the above policy was lost or destroyed under the following circumstances:

I agree that upon issuance of a duplicate policy, the original policy will be null and void, and that if the original is found, it will be promptly returned to the Company. I agree to hold Capital Markets Ltd. harmless from any claim or expense under an original policy.

8. **POLICY LOAN**

- I request a policy loan of \$ _____ at the Maturity Loan Value, if then.
- Variable Investment Rate
- Fixed Investment Rate
- I request a policy loan to pay premiums due:
- Variable Interest Rate
- Fixed Interest Rate
- I request the addition of the Automatic Premium Loan provision to my policy:
- Variable Interest Rate
- Fixed Interest Rate

Note that a Third Party Loan reduces the cash value and loan amount at maturity. This transaction may cause premiums to increase.

A Variable Loan affects the value of the policy only upon death or surrender.

If the loan rate option is not specified, the loan will be processed under the loan rate provisions of the policy.

9. **POLICY SURRENDER.** I am requesting the policy. I request a full surrender.

INCOME TAX WITHHOLDING NOTICE AND ELECTION: In 1982, Congress passed the Tax Reform and Fiscal Responsibility Act (TFRSA). This law requires that a tax of 10% be withheld from the taxable portion of certain life insurance payments you receive unless you decide not to have tax withheld. Withholding applies only to the taxable portion of the payment you receive and not to the cash payment. This is a taxable payment, which is subject to withholding, i.e. in general, equal to the amount of the amount you receive over the total tax amount which is considered to be your cost basis for such amount. In many instances, when a life insurance policy is surrendered for its cash value, there is no such excess.

Even if you decide not to have Federal income tax withheld, you can still elect for payment of Federal income tax on the taxable portion of this payment. You may be subject to tax penalties under the Estimated Tax Payment Rules if your payments of estimated tax are not withheld, if any, are not sufficient.

Even if you decide not to have Federal income tax withheld, you can still elect for payment of Federal income tax on the taxable portion of this payment. You may be subject to tax penalties under the Estimated Tax Payment Rules if your payments of estimated tax are not withheld, if any, are not sufficient.

PLEASE () ONE BLOCK

- I have read the above notice and elect to have no Federal tax withheld.
- I have read the above notice and elect to have Federal tax withheld.

Resident Base _____
Social Security Number _____
* If not applicable, please so mark in request to withhold tax from any installment or your payment.

10. **OTHER.** Indicate every change not listed on this form, EXCEPT Addition of Riders, Retirement and Increase in Death Benefit, Changes in Plan, or Conversion.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT: I understand that this request is subject to the provisions and conditions of the above policy and that the Company may request additional information or impose additional requirements. I agree that my signature will apply to such request which has been checked on this form and I further agree that no request which is not checked will become effective. I certify that the above policy is not pledged or assigned to any other person or corporation, except when stated in the request, and that all proceedings in bankruptcy are pending.

Issued at Chicago, IL
3-31-98
Shirley J. Little, LaSalle AMZ Co
Signature of Policy Owner to All Required Signatures Within This Form
Signature of Policy Owner (If Any)
Signature of Agent (If Any)
Signature of Insurer (If Any)
Signature of Insurer (If Any)
Signature of Insurer (If Any)
Signature of Insurer (If Any)



JLY NOV 27 1995

S.D. Lexington, Inc.

600 WEST JACKSON BLVD. SUITE 800 - CHICAGO, IL 60661 - (312) 993-0014 - FAX (312) 993-0485

November 10, 1995

Capitol Bankers Life
Attn: Policyholder Services
735 North Water Street
Post Office Box 2016
Milwaukee, WI 53201


RE: Simon Bernstein
Policy # 1009208

To Whom It May Concern:

Enclosed please find a change of beneficiary form for the above mentioned policy. Please process this form effective immediately.

Also, please send me an endorsed copy of this form so I know that the change has been made.

Sincerely,


Patti Simosky

INSURANCE COUNSELORS WITH (IN-TEG-RITY)

NO. 598 P. 8

MAY 10 2012 3:06 PM

TS006482

Capitol Bankers Life

CAPITOL BANKERS LIFE INSURANCE COMPANY
415 North Water Street P.O. Box 3016
Madison, Wisconsin 53701
414-277-9984

REQUEST LETTER

JULY NOV 27 1995

TO: Capitol Bankers Life Insurance Co

Please comply with the request I have checked below in connection with Policy Number 1009208

Name of Insured SIMON BERNSTEIN

The Policy is not enclosed as instructed below
(is or is not)

CHANGE MAIL ADDRESS TO (Do not send Policy)

(New Mail Address)

POLICY LOAN (Do not send policy)

I request a policy loan of \$ _____ or the maximum loan value, if less

I request policy loan to pay current premium due.

CHANGE OF OWNERSHIP FROM _____ to _____
(Print old owner name) (Print new owner name)

ADDRESS _____

EXTENDED TERM INSURANCE (Do not send Policy)

I request that the Extended Term Insurance provision be operative as a nonforfeiture value, if available; and any election by me for application of the automatic premium loan provision now on file with the Company is hereby revoked

AUTOMATIC PREMIUM LOAN (Do not send Policy)

Make the Automatic Premium Loan provision effective, if provided in the policy.

PAID-UP INSURANCE (Send Policy)

I request that the Paid-Up Insurance provision be operative as a nonforfeiture value, if available

CASH SURRENDER (Send Policy)

Pay all cash surrender equities to me and as consideration for such payment, I surrender my Policy.

CHANGE OF NAME BY MARRIAGE OR OTHERWISE (Do not send Policy)

Change name of Insured Owner

From _____ to _____
(Print old name) (Print new name)

State reason for change: _____

(If the person whose name is to be changed is the policyholder both the old and the new name of the policyholder must be signed at the bottom of this request letter on the line "Personal Signature of Policyholder.")

CHANGE BENEFICIARY AS FOLLOWS: (Do not send Policy)

Beneficiaries (Give full name, age, and relationship to Insured)

Primary (Payee at death of Insured)

LASALLE NATIONAL TRUST, N.A. TRUSTEE

Successor (Substitute payee if no Primary payee living)

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED JUNE 21, 1995 TRUST

OTHER REQUEST (Write request and send policy, if it is to be changed)

| | | |
|-------|----------------|--|
| Agent | Date | Personal Signature of Old Owner, if Ownership Change |
| | <u>11-7-95</u> | <u>By SIMON BERNSTEIN, N.A.</u> |
| Agent | Date | Personal Signature of Policyholder (Owner) |
| | | <u>By Linda Wambler</u> |

PHS1 (1/79)

NOV 28 1995

MAY 10 2012 3:06PM



Capitol Bankers Life Insurance Company 803-322-3142 • 800-825-0003
Box 18181 FAX: 803-292-4005
Greenville, SC 29602-9191

November 14, 1995

LASALLE NATIONAL TRUST, N.A.
AS SUCCESSOR TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO, IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

I am writing this letter in response to your request. The above mentioned policy has been paid to November 27, 1995 by a premium loan.

The status of the loan is as follows:

| | |
|------------------|------------|
| Net Loan | \$5,139.05 |
| Interest | \$66.46 |
| Total Gross Loan | \$5,205.51 |

Total Outstanding Loan Balance to 27NOV1995: \$26,503.35

If the loan is not repaid by the next anniversary date, the cash value and face amounts will be reduced by the amount of the loan. The premium may increase so that the cash value will equal the policy face amount at the policy target age.

Capitol Bankers Life Insurance Company enjoys serving you. If you have any questions, feel free to contact our office at 1-800-825-0003.

Sincerely,

CBL Service Center

Member of the North American Life Assurance Company
Family of Companies

NO. 598 P. 10

MAY 10 2012 3:06PM

TS006484



Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 18191
Greenville, SC 29602-9191

803-322-3142 • 800-825-0003
FAX: 803-292-4005

November 27, 1995

LASALLE NATIONAL TRUST, N.A.
AS SUCCESSOR TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO, IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

The executed beneficiary change for the above mentioned policy is as follows:

PRIMARY-LASALLE NATIONAL TRUST, N.A.
TRUSTEE
CONTINGENT-SIMON BERNSTEIN INS.
TRUST DATED 6/21/95.

This letter will serve as an endorsement to your policy.
PLEASE ATTACH THIS LETTER TO YOUR POLICY.

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,
CBL Service Center

A member of the North American Life Assurance Company
Family of Companies

NO. 598 P. 11

MAY 10 2012 3:06 PM

TS006485

PAMELA B. SIMON INSURANCE TRUST

PAMELA B. SIMON INSURANCE TRUST

I, PAMELA B. SIMON, transfer the assets described in the attached Schedule to the Trustee. These assets and any other assets that may be received by the Trustee shall be held in trust subject to the provisions of this instrument. This instrument and the trusts it establishes are irrevocable and are not subject to amendment or modification in any manner. I intend to divest myself entirely of all my incidents of ownership in insurance and assets from time to time held in this trust.

ARTICLE I

Original Trust

1.1 Ownership of Insurance. The Trustee shall have all incidents of ownership of every insurance policy held in trust, including without limitation the rights to pay premiums from trust income and principal, to exercise any option, election or privilege given under such policy, to change any beneficiary, to borrow any sums of money in accordance with the policy provisions, to use such policy as security for any loan or other purpose, to receive any dividends, earnings or other payments on such policy, to use dividends in any way permissible under such policy, including but not limited to the purchase of additional insurance or the payment of premiums, and to surrender such policy for the cash surrender value. Any instruments executed by the Trustee in connection with any insurance policy shall be binding upon the insurance company and upon every beneficiary.

1.2 Collection. After my death the Trustee shall take whatever action the Trustee considers best to collect the proceeds of any policy payable to the Trustee, but the Trustee need not incur expense or take legal proceedings unless indemnified. The Trustee may give a full discharge to any insurance company of its liability under a policy. In the event of forfeiture of any insurance policy for nonpayment of premiums, the Trustee shall collect the cash value of such policy.

1.3 Special Withdrawal Rights. I intend that contributions to the Original Trust shall qualify as gifts of present interests for federal gift tax purposes first to the extent of \$5,000 per year for my spouse and then to the maximum extent possible for my children. Therefore, my spouse and my children shall have certain withdrawal rights as described in Section 5.1.

1.4 Distributions During My Life. Subject to the provisions regarding the payment of premiums under Section 1.1 and the rights of withdrawal under Section 5.1, during my life the Trustee may distribute any part or all of the net income and principal of the Original Trust to any one or more of my spouse (the "primary beneficiary") and my descendants (whenever born) in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries; provided, however, that no distribution shall be made that would discharge my legal obligation to support any beneficiary. In exercising this discretion, the Trustee shall

give priority to the interests of my spouse. Any undistributed net income shall be added to the principal of the Original Trust at least annually.

1.5 Contingent Disposition. Notwithstanding any other provision, in the event proceeds of any life insurance policy on my life that are payable to the trust are includible in my gross estate as finally determined for federal estate tax purposes, the Trustee shall distribute such proceeds to the then acting Trustee of the PAMELA B. SIMON TRUST, previously established by written instrument, to be dealt with pursuant to its terms in effect at my death or, if such trust is not in existence at my death, the Trustee shall distribute such proceeds to my estate.

ARTICLE II

Family Trust

2.1 Creation. If my spouse survives me, upon my death the Trustee shall hold trust assets as the principal of the Family Trust for the benefit of my spouse (the "primary beneficiary") and my family.

2.2 Discretionary Distributions. The Trustee may distribute any part or all of the net income and principal of the Family Trust to any one or more of my spouse and my descendants (whenever born) in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries. In exercising this discretion, the Trustee shall give priority to the interests of my spouse. Any undistributed net income shall be added to the principal of the Family Trust at least annually.

2.3 Termination. Upon my spouse's death, the Trustee shall allocate the remaining Family Trust assets in shares *per stirpes* for my then living descendants, subject to the Descendant's Trust withholding provisions.

ARTICLE III

Descendant's Trusts

3.1 Gift to Descendants. If my spouse does not survive me, upon my death the Trustee shall allocate trust assets in shares *per stirpes* for my then living descendants, subject to the Descendant's Trust withholding provisions.

3.2 Withholding. Any share of any trust allocated for any descendant of mine shall be retained by the Trustee as the principal of a Descendant's Trust for such descendant (the "primary beneficiary") to be added to any Descendant's Trust then held for such beneficiary, or if none, to be retained as a separate Descendant's Trust.

3.3 Discretionary Distributions. The Trustee may distribute any part or all of the net income and principal of a Descendant's Trust to any one or more of the primary beneficiary of such Descendant's Trust and the descendants (whenever born) of such beneficiary, in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries. Any undistributed net income shall be added to the principal of such Descendant's Trust at least annually.

3.4 Right to Withdraw Principal. After the primary beneficiary of a Descendant's Trust has attained age 25, such beneficiary may withdraw any part or all of the principal of such trust, provided that such withdrawals do not exceed in the aggregate: one-third in value before such beneficiary has attained age 30, nor two-thirds in value before such beneficiary has attained age 35. Such rights of withdrawal shall be exercised by written instruments delivered to the Trustee during such beneficiary's lifetime. The "value" to which such fractions apply shall be the sum of:

- (a) The value of trust principal as of the time when such beneficiary first becomes entitled to request such fraction;
- (b) The value of any amounts withdrawn under this Section prior to such time, valued as of the date of withdrawal; and
- (c) The value of any additions to such Descendant's Trust after such time, valued as of the date of addition.

3.5 Termination. Upon the death of the primary beneficiary of a Descendant's Trust, the Trustee shall allocate the remaining assets of such trust, subject to the Descendant's Trust withholding provisions, in shares *per stirpes* for:

- (a) Such beneficiary's then living descendants, or if none;
- (b) The then living descendants of such beneficiary's nearest ancestor who has descendants then living and who was either my descendant or me.

3.6 Power to Appoint at Death. Notwithstanding any other provision of this Article, upon the death of the primary beneficiary of a Descendant's Trust such beneficiary may direct the Trustee to distribute any part or all of such trust's assets, in trust or otherwise, to or for the benefit of one or more of such beneficiary's spouse and descendants (whenever born), the spouses of such descendants and any one or more of the trusts under this instrument of which a descendant of mine is the primary beneficiary. Any such direction shall be made by Will making specific reference to this power.

ARTICLE IV

Trustee

4.1 Appointment of Trustee. , shall be the initial Trustee. If at any time the then acting individual Trustee named in this Section or designated pursuant to the next Section is unwilling or unable to act, , if he is then willing and able to act, shall become a Trustee. If no corporate Trustee is acting at my death, CONTINENTAL BANK, N.A., of Chicago, Illinois, or any successor to its trust business, shall become the corporate Trustee to act with the individual Trustee from time to time acting, or if none, as sole Trustee. All acting Trustees of any trust are collectively referred to as "the Trustee", all acting individual Trustees of any trust are collectively referred to as "the individual Trustee" and all individuals who are acting as independent Trustees of any trust are collectively referred to as "the independent individual Trustee". An "independent Trustee" of any trust is either a corporate Trustee or an individual who is not a beneficiary of such trust and has no legal obligation to support any beneficiary of such trust.

4.2 Individual Trustee May Designate Successor. Any individual Trustee of any trust may designate a successor Trustee for such trust by naming one or more qualified individuals or qualified corporations, in the alternative, as such Trustee's immediate successor. Any designation of a successor Trustee under this Section may be revoked by such individual Trustee at any time prior to such individual's ceasing to act as Trustee of such trust. Any such designation or revocation thereof shall be made by written notice to the other then acting Trustee of such trust, if any, and to the designees. No designation of a corporate successor shall become effective if a corporate Trustee is then acting, and no designation of any successor Trustee shall become effective if an individual who is willing and able to act is named in this instrument as a successor to the designating Trustee.

4.3 Addition of Independent Individual Trustee. If no independent Trustee of a trust is acting, the individual Trustee of such trust may appoint in writing a qualified individual who will be an independent Trustee as an additional Trustee of such trust to act with the other Trustee or Trustees from time to time acting, or if none, as sole Trustee. Notwithstanding any other provision, an independent individual Trustee appointed pursuant to this Section may not designate a successor Trustee.

4.4 Addition of Corporate Trustee. If no corporate Trustee of a trust is acting, the individual Trustee of such trust may appoint in writing a qualified corporation as corporate Trustee of such trust, to act with the individual Trustee from time to time acting, or if none, as sole Trustee.

4.5 Removal of Corporate Trustee. The independent individual Trustee of a Trust, if any, may remove the corporate Trustee of such trust for reasonable cause by written notice to such Trustee. Such removal shall become effective on the date on

which a written acceptance by the successor corporate Trustee appointed pursuant to this Article is delivered to the removed corporate Trustee.

4.6 Appointment of Successor Corporate Trustee. Whenever the corporate Trustee of any trust declines to act, resigns or is removed, the primary beneficiary, if any, otherwise a majority of the income beneficiaries of such trust, shall in writing appoint any qualified corporation as successor corporate Trustee of such trust.

4.7 Divorced Trustee. Any Trustee whose marriage to me is terminated by court decree (a "Divorced Trustee") is unable to act. Any individual Trustee designated by a Trustee who is unable to act because of this Section (including without limitation by a Divorced Trustee) shall also be unable to act. The preceding sentence shall not apply to any Trustee otherwise named, designated or appointed under this Article.

4.8 Deadlock. If the Trustees qualified to participate in an action or decision of the Trustees are evenly divided and a corporate Trustee so qualified is then acting, the individual Trustee so qualified shall control. If the Trustees qualified to participate in an action or decision of the Trustees are evenly divided and no corporate Trustee so qualified is then acting, the individual Trustee so qualified other than any independent individual Trustee shall control. Any Trustee who is not qualified to participate in or who dissents from such action or decision shall not be liable therefor.

4.9 Investment Advisor. When there are two or more Trustees of a trust, one of which is a corporate Trustee, the individual Trustee of such trust may appoint one or more investment advisors who regularly offer investment counselling services to act as "Advisor" as to any part or all of the assets of such trust. Such individual Trustee is authorized to retain and discharge such Advisors and determine the extent of each such Advisor's investment responsibility. The corporate Trustee shall not have any investment responsibility for any part of the assets of such trust to the extent investment responsibility for such part has been given to such an Advisor and shall not be liable for any exercise or non-exercise of the investment responsibility given to such an Advisor. The corporate Trustee shall have no obligation to review or inquire into any such Advisor's exercise or non-exercise of such Advisor's investment responsibility. With respect to any period during which the corporate Trustee's duties and responsibilities have been reduced pursuant to this Section, the corporate Trustee shall lower its fee to a level commensurate with its reduced duties and responsibilities, and its refusal to do so shall constitute reasonable cause for removal of such corporate Trustee.

ARTICLE V

Miscellaneous

5.1 **Withdrawal Rights.**

(a) **General Rights.** With respect to any direct or indirect contribution (including insurance premium payments) to the Original Trust, such of my spouse and my children as are living at the time of such contribution shall have the right to withdraw from the aggregate principal from time to time of all trusts created under this instrument, regardless of whether such trusts were in existence at the time of such contribution, amounts not exceeding the amount of such contribution; provided, however, that the aggregate rights of withdrawal granted to my spouse in any calendar year shall not exceed \$5,000 and that the aggregate rights of withdrawal granted to any child of mine in any calendar year shall not exceed the largest amount that then qualifies for the annual per donee exclusion allowed for federal gift tax purposes under section 2503 of the Code, assuming that a split gift election will be made if the donor was married at the time of the contribution. If the cumulative amount of such contributions at any time during a calendar year is less than the sum of such maximum withdrawal amounts for such year, then the maximum withdrawal amounts of my children shall abate pro rata until fully abated to zero, and thereafter the maximum withdrawal amount of my spouse shall abate. A right of withdrawal shall be deemed to be granted pursuant to this Section 5.1 on the date of the contribution giving rise to such right.

(b) **Notice of Rights.** Each beneficiary who is granted a right of withdrawal under this Section is entitled to notice of such right and of any subsequent change in such right. If at the time of notice such beneficiary is under a legal disability, notice shall be given to the personal representative of such beneficiary, or if none, to a parent of such beneficiary, but while a beneficiary is under a legal disability, rights of withdrawal may be exercised only by such beneficiary's personal representative. Notwithstanding any other provision, such notice shall state the following:

- (1) the amount of such beneficiary's maximum annual withdrawal rights;
- (2) the procedure for ascertaining the actual amount subject to withdrawal in any given year; and
- (3) the time and manner in which such annual rights may be exercised, provided however, that the time period during which such annual rights may be exercised shall not in any event be less than 60 days.

The Trustee shall give the notice required by this Section to each individual entitled thereto no later than 30 days after any of the following events: (1) the first contribution giving rise to a given beneficiary's right of withdrawal under this Section; (2) the modification of such right pursuant to subsection (e) of this Section; (3) the removal of a legal disability if notice was previously given to such beneficiary's parent or personal

representative; and (4) the appointment of a substitute legal representative for such beneficiary.

(c) **Exercise of Rights.** A right of withdrawal granted pursuant to this Section may be exercised only by written instrument delivered to the Trustee after such right of withdrawal is granted but before termination of such right under this Section. If more than one Descendant's Trust is in existence when a right of withdrawal is exercised, each such Descendant's Trust shall contribute that portion of the total amount required to satisfy such exercise as the primary beneficiary of such trust would receive if such total amount were distributed in shares *per stirpes* to my then living descendants.

(d) **Termination of Rights.** On April 1 of each year, rights of withdrawal held by an individual that were granted in preceding calendar years that have not already terminated before such April 1 shall terminate to the extent of the greater of \$5,000 or 5 percent of the then value of the trust assets out of which, or the proceeds of which, the exercise of such rights of withdrawal could be satisfied, which shall include all then trust assets, including those added after any such withdrawal rights were granted.

(e) **Change in Rights.** A donor who contributes assets to the Original Trust shall have the right, by a written instrument delivered to the Trustee at the time of such contribution, (1) to exclude any individual who would otherwise have a right of withdrawal from having such right with respect to such contribution; (2) to increase or decrease the amount of any right of withdrawal that would otherwise be granted to any individual by reason of such contribution, except that the aggregate amount of such rights of withdrawal so granted as a result of such contribution shall not exceed the amount of such contribution; and (3) to change the period during which any right of withdrawal granted by reason of such contribution may be exercised.

(f) **No Distributions.** Notwithstanding any other provision, the Trustee shall make no distribution to a beneficiary from a trust (other than a terminating distribution to a Descendant's Trust), a beneficiary shall have no right to exercise a power of appointment over any trust, and a primary beneficiary of a Descendant's Trust shall have no right to withdraw from such trust pursuant to Section 3.4, to the extent that after such distribution, appointment or withdrawal, the remaining principal of such trust would be insufficient to satisfy its share of all outstanding rights of withdrawal granted under this Section if such rights were exercised.

(g) **Trustee Liability.** Any decisions made in good faith by the Trustee in carrying out these directions shall not be subject to review, and the Trustee shall be held harmless from any cost or liability as to such decisions.

5.2 Standards for Discretionary Distributions. Except as otherwise provided, in exercising discretion granted to the Trustee to make distributions from any trust to a beneficiary of such trust, the Trustee may consider:

(a) the accustomed manner of living from time to time of such beneficiary;

(b) all other income and assets known to the Trustee to be available to such beneficiary;

(c) the desirability of depleting income and assets that will be subject to greater estate, generation-skipping or other transfer taxes at such beneficiary's death; and

(d) any other factors the Trustee deems pertinent.

5.3 Failure of Beneficiaries. Except as otherwise provided, if at any time a trust has no surviving beneficiary, then the remaining principal and undistributed income of such trust shall be distributed as follows: (a) if I have a spouse, such assets shall be divided into two parts of substantially equal value, and one such part shall be distributed to my heirs, and one such part shall be distributed to such spouse's heirs, such heirs and their shares to be determined pursuant to Illinois law then in effect as if my spouse and I had each died unmarried and intestate at that time; or (b) if I do not have a spouse, such assets shall be distributed to my heirs, such heirs and their shares to be determined pursuant to Illinois law then in effect as if I had died intestate at that time. Notwithstanding any other provision, for purposes of this Section my "spouse" means the individual to whom I was legally married and not legally separated from at my death, or if I was not legally married at my death or if I am living at the time a distribution is to be made under this Section, the last person to whom I was legally married, provided that at the time of such person's death I was legally married to, and not then legally separated from, such person.

5.4 Special Assets. Any securities or other interests in . (or any business entity that shall succeed to its business or assets) are "Special Assets". The Trustee is expressly authorized to retain any Special Assets that may from time to time be a part of the principal of any trust, notwithstanding that such Special Assets may constitute a large part or all of the principal of such trust and may therefore lack the diversification or productivity ordinarily considered prudent for trust investments. No Trustee shall be disqualified from holding office or accepting remuneration with respect to Special Assets, or from purchasing or selling Special Assets, or voting Special Assets in favor of such Trustee.

5.5 Child and Descendant. A "child" or "descendant" means a child or descendant born of a lawful marriage; any person lawfully adopted prior to attaining age 21 shall be deemed "born of a lawful marriage". Except where distribution is directed to descendants "*per stirpes*", the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

5.6 Administrative Provisions. Incorporate by reference the Administrative Provisions attached to this instrument on this date.

Signed and agreed on MARCH 1, 199~~3~~⁴, and the Trustee acknowledges acceptance of the trust and receipt of the assets described in the attached Schedule.



PAMELA B. SIMON, Grantor

Heritage Union Life Insurance Company

P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

November 29, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Handwritten notes:
BNEE
803 333 4936

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09801925

Dear Trustee:

We are writing to remind you that we have not received the previously requested items necessary to proceed with our review of the pending claim on the above referenced policy. The required items are:

- The enclosed Claimant Statement completed and **signed by the named beneficiary**. If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust’s name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

D. Henderson
Claims Services

Enclosure(s): IL Department of Insurance Notification
Life Claimant Statement No RAA

The Illinois Department of Insurance requires us to put the following notices on our letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

CLAIMANT STATEMENT

Heritage Union Life Insurance Company

Mailing Address

P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured**, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust**, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor**, we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned**, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased**, we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it**, we will require a copy of said agreement.
- **If the policy is subject to a Viatical or a Life Settlement transaction**, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

| DECEDENT INFORMATION | | | |
|--|--------------------------------------|---|---|
| 1. Name of Deceased (Last, First Middle) | | 2. Last 4 digits of Deceased's Social Security No: | |
| 3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below. | | | |
| 4. Policy Number(s) | | 5. If policy is lost or not available, please explain: | |
| 6. Deceased's Date of Death | 7. Cause of Death | 8. <input type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending | |
| CLAIMANT INFORMATION | | | |
| 9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section. | | | |
| 10. Street Address | 11. City | 12. State and Zip | 13. Daytime Phone Number |
| 14. Date of Birth | 15. Social Security or Tax ID Number | 16. Relationship to Deceased | |
| 17. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other | | | |
| 18. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship | | | |
| 19. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| CLAIMANT INFORMATION (to be completed by 2 nd claimant, if any) | | | |
| 20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section. | | | |
| 21. Street Address | 22. City | 23. State and Zip | 24. Daytime Phone Number |
| 25. Date of Birth | 26. Social Security or Tax ID Number | 27. Relationship to Deceased | |
| 28. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other | | | |
| 29. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship | | | |
| 30. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title

Date

Signature of Second Claimant, if any, and Title

Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.

Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

- 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.
- 2. The GST tax does not apply because the GST tax exemption will offset the GST tax.
- 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.
- 4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)
- 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

| | |
|----------------------------|-------------------------|
| Name of Trust | Date of Trust Agreement |
| Date of all Amendments | Trust Tax ID Number |
| Printed Name of Trustee(s) | Signature(s) |
| a _____ | _____ |
| b _____ | _____ |
| c _____ | _____ |
| d _____ | _____ |

Insurance Servicing Center
Attention: Claims Department
P.O. BOX 1600
JACKSONVILLE IL 62651-1600



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

FILED LAW DIVISION
2013 APR -5 AM 11:45
DOROTHY SHORIN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

SIMON BERNSTEIN IRREVOCABLE)
INSURANCE TRUST DTD 6/21/95)

Plaintiff)

v.)

Case No.

HERITAGE UNION LIFE INSURANCE)
COMPANY, a Minnesota corporation)

Defendant.)

RECEIVED
COURT CLERK
APR 5 2013

COMPLAINT AT LAW

NOW COMES Plaintiff, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, (“BERNSTEIN TRUST” or “Plaintiff”), by its attorney, Adam M. Simon and complaining of Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, a Minnesota corporation (“HERITAGE”) and states as follows:

COUNT I

BREACH OF CONTRACT

1. At all relevant times, the BERNSTEIN TRUST was a common law trust established in Chicago, Illinois by the settlor, SIMON L. BERNSTEIN, and was formed pursuant to the laws of the state of Illinois.
2. Ted S. Bernstein is the Trustee of the BERNSTEIN TRUST.
3. At all relevant times, the BERNSTEIN TRUST was a beneficiary of a life insurance policy insuring the life of Simon L. Bernstein, and issued as policy number 1009208 (the “Policy”).

4. The Policy was originally purchased by the S.B. Lexington, Inc. 501(c)(9) VEBA Trust (the "VEBA") from Capital Bankers Life Insurance Company ("CBLIC") and was delivered to the original owner in Chicago, Illinois on or about December 27, 1982.

5. At the time of issuance and delivery of the Policy in 1982, CBLIC was an insurance company licensed and doing business in the State of Illinois, and the insured, Simon L. Bernstein, was a resident of the state of Illinois.

6. HERITAGE subsequently assumed the Policy from Capital Bankers and thus became the successor to CBLIC as "Insurer" under the Policy.

7. In 1995, the VEBA, as owner of the Policy, executed a beneficiary change form naming LaSalle National Trust, N.A., as Trustee of the VEBA, as primary beneficiary of the Policy, and the BERNSTEIN TRUST as the contingent beneficiary.

8. S.B. Lexington, Inc. and the VEBA were voluntarily dissolved on or about April 3, 1998.

9. Upon the dissolution of the VEBA in 1998, the Policy ownership was assigned and transferred from the VEBA to Simon L. Bernstein, individually.

10. At the time of his death, Simon L. Bernstein was the owner of the Policy, and the BERNSTEIN TRUST was the sole surviving beneficiary under the Policy.

11. The insured under the Policy, Simon L. Bernstein, passed away on September 13, 2012, and on that date the Policy remained in force.

12. Following Simon L. Bernstein's death, the BERNSTEIN TRUST, by and through its counsel in Palm Beach County, FL, submitted a death claim to HERITAGE under the Policy including Simon L. Bernstein's death certificate and other documentation.

13. The Policy, by its terms, obligates HERITAGE to pay the death benefits to the beneficiary of the Policy upon HERITAGE'S receipt of due proof of the Insured's death.

14. HERITAGE has breached its obligations under the Policy by refusing and failing to pay the Policy's death benefits to the BERNSTEIN TRUST as beneficiary of the Policy despite HERITAGE'S receipt of due proof of the Insured's death.

15. Despite the BERNSTEIN TRUST'S demands HERITAGE has not paid out the death benefits on the Policy to the BERNSTEIN TRUST.

16. As a direct result of HERITAGE's refusal and failure to pay the death benefits to the BERNSTEIN TRUST pursuant to the Policy, Plaintiff has been damaged in an amount equal to the death benefits of the Policy plus interest, an amount which exceeds \$1,000,000.00.

WHEREFORE, PLAINTIFF, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, prays for a judgment to be entered in its favor and against Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, for an amount in excess of \$1,000,000.00 plus costs and reasonable attorneys' fees together with such further relief as this court may deem just and proper.

RESPECTFULLY SUBMITTED,

Attorney For Plaintiff

Adam M. Simon
The Simon Law Firm
303 E. Wacker Drive
Ste. 210
Chicago, IL 60601
(312) 819-0730
Firm. No. 34436

VERIFICATION OF DAMAGES

Adam M. Simon, an attorney, certifies that he reasonably believes that the damages incurred by Plaintiff as a result of the occurrence described in the attached complaint exceed \$1,000,000.00.

Adam M. Simon