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 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
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Prepared by and return to:
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 Boca Raton, FL 33431
 561-988-0088
 File Number: U13-412

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Trustee's Affidavit

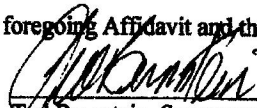
Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned ("Affiant"), who, after being by me first duly sworn, depose(s) and say(s) that:

1. Ted Bernstein as Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008 ("Seller"), is the owner of and is selling the following described property to G. Wesley Voorheis ("Buyer"), to wit:

Condominium Apartment Unit C-5 of the Center Building of ARAGON, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 8921, Page 1267, and all exhibits and amendments thereof, Public Records of Palm Beach County, Florida.

2. Affiant is the Successor Trustee of that certain trust known as the Shirley Bernstein Trust Agreement dated May 20, 2008. A true and correct copy of all or applicable portions of the trust is attached hereto as Exhibit "A" and made a part hereof. Said trust has not been modified. Said trust is in full force and effect and has not been revoked or terminated. The trust and/or the vesting Deed recorded in OR Book 22668; Page 446, provides the trustee with the full power of sale. The subject transaction will not violate the trust.
3. All recording references set forth herein are to the Public Records of Palm Beach County, Florida, unless otherwise noted. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing All Regency Title Company d/b/a US Title of Florida and Old Republic National Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds All Regency Title Company d/b/a US Title of Florida and Old Republic National Title Insurance Company harmless and fully indemnifies same (including but not limited to attorney's fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

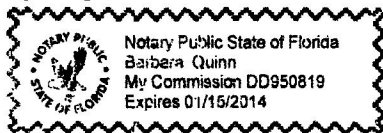
Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

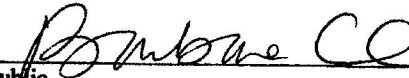

 Ted Bernstein, Successor Trustee

State of Florida
 County of Palm Beach

The foregoing instrument was sworn to and subscribed before me this 17 day of April, 2013 by Ted Bernstein, who is personally known or has produced a driver's license as identification.

[Notary Seal]




 Notary Public

Printed Name: _____

My Commission Expires: _____

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

SHIRLEY BERNSTEIN
TRUST AGREEMENT

TESCHER & SPALLINA, P.A.

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.

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

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