

**Robert Spallina**

**From:** Robert Spallina  
**Sent:** Monday, December 03, 2012 1:36 PM  
**To:** 'Pam Simon'  
**Cc:** Ted Bernstein; Simon David Scooter; Simon Pam  
**Subject:** RE: Proceeds

Yes – but Eliot’s counsel will probably hold things up

---

**From:** Pam Simon [mailto:pambsimon@icloud.com]  
**Sent:** Monday, December 03, 2012 12:12 PM  
**To:** Robert Spallina  
**Cc:** Ted Bernstein; Simon David Scooter; Simon Pam  
**Subject:** Re: Proceeds

Hi Robert - scooter will send you but can you send out for signatures? Thanks

On Dec 3, 2012, at 9:48 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

Please have him send me the document for my review and copy all. I want to make sure we have an agreement among all before I speak to the carrier.

---

**From:** Pam Simon [mailto:pambsimon@icloud.com]  
**Sent:** Sunday, December 02, 2012 7:39 AM  
**To:** Robert Spallina  
**Cc:** Ted Bernstein; Simon David Scooter; Simon Pam  
**Subject:** Re: Proceeds

Hi Robert - can you call Scooter as he has a copy of the document you can circulate for signatures to release the proceeds. 312-909-0369 Thx

On Nov 19, 2012, at 12:14 PM, "David (Scooter) Simon" <dsimon@stpcorp.com> wrote:

May be available to achieve Si's intended results through waiver and settlement agreement.

Please have Mr. Spallina call my cell phone 312 909 0369

On Nov 19, 2012, at 1:11 PM, "Pam Simon" <pambsimon@icloud.com> wrote:

Is the 2000 trust an irrevocable trust? ←

On Nov 19, 2012, at 11:57 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

We are not responding to them with the document from 2000. We discussed that and you are carved out under that document. We need to find the 1995 trust ASAP

What 2000 Trust, they hid this from Carrier, Federal Court, Probate Court and Beneficiaries, with intent apparently. Holy Cow Batman!!!

---

**From:** Pam Simon [mailto:pambsimon@icloud.com]  
**Sent:** Monday, November 19, 2012 12:56 PM  
**To:** Ted Bernstein

**Cc:** Robert Spallina  
**Subject:** Re: Proceeds

Pls send the executed trust document before u  
respond to heritage

On Nov 19, 2012, at 9:13 AM, Ted Bernstein  
<[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)> wrote:

Highly unlikely they will use another  
trust - what is SOP when doc can't be  
found?

Ted Bernstein  
561-988-8984

Sent from my Samsung Galaxy Note™

----- Original message -----  
Subject: RE: Proceeds  
From: Robert Spallina  
<[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)>  
To: Pam Simon  
<[pambsimon@icloud.com](mailto:pambsimon@icloud.com)>  
CC: RE: Proceeds

Holy Cow, this is  
FRAUD!!!! and put in  
writing, are they  
nuts???

Who is carving up these  
email headers and pasting  
parts and hiding header info  
and why???

Heritage responded back that they need a  
copy of the trust instrument.  
We do not have a copy and the only  
executed trust document that we have  
in which the policy is listed as an asset is the  
2000 trust prepared by  
Al Gortz.

-----Original Message-----  
From: Pam Simon  
[<mailto:pambsimon@icloud.com>]  
Sent: Friday, November 16, 2012 2:35 PM  
To: Robert Spallina  
Cc: Bernstein Ted  
Subject: Proceeds

Hi Robert - any word on the proceeds ?  
Need help? Pam

**Robert Spallina**

---

**From:** Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]  
**Sent:** Friday, October 19, 2012 12:32 PM  
**To:** Robert Spallina; Pam Simon  
**Subject:** RE: Update

Robert,

We believe we have a solution to the life insurance policy which provides the desired result. We would like to discuss this with you at your earliest convenience. Until we have this conversation, please do not process anything further with the insurance company as we would like to avoid any unnecessary confusion for them. Pam, her husband Scooter, and I would like to have this initial conversation with you.

Let me know what is good for you and I can coordinate with Pam and Scooter.

Take care...

-----Original Message-----

**From:** Robert Spallina [mailto:rspallina@tescherspallina.com]  
**Sent:** Friday, October 19, 2012 7:19 AM  
**To:** Pam Simon  
**Cc:** Ted Bernstein  
**Subject:** Re: Update

Carrier knew and did not say anything in lawsuit or notify anyone?????

→ Pam - My office is processing the claim as your father was the owner of the policy and the proceeds will likely be paid to the estate in the absence of finding the trust. As I mentioned previously there was a discussion with the carrier about possibly using the 2000 trust (the one you are carved out of but would be split 5 ways according to Ted) but I'm not sure that we will achieve that result. 11:00 on Tuesday your time is my lunch hour. I am out of the office all day and will reach out to you on Monday as my calendar is fairly packed next week and a status call will have to be later in the day sometime next week. Have a nice weekend.

Sent from my iPhone

On Oct 19, 2012, at 6:32 AM, "Pam Simon" <pambsimon@me.com> wrote:

> Hi Robert - I have the ss4 on the 1995 irrevocable trust so we should be able to take care of getting the payment. If you already have the death claim package from the carrier can you overnight it to me and we will take care of the payout? If you don't have the package, can you send me an original death certificate and I will request it from the carrier?

> Also, we would like to do a family status call Tuesday at 11 am  
> chicago time. Pls let us know if that works for you? Have a nice  
> weekend - Pam Simon

>  
> Thanks  
> Pam

> On Oct 15, 2012, at 10:12 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

>  
>> Call me now

>>  
>> -----Original Message-----

>> From: Pam Simon [mailto:pambsimon@me.com]

>> Sent: Monday, October 15, 2012 11:11 AM  
>> To: Robert Spallina  
>> Subject: Re: Call 10/ 16/12 Tuesday 3:30 pm Chicago time  
>>  
>> I have some on the trust - should only be a few minutes  
>>  
>> On Oct 15, 2012, at 8:36 AM, Robert Spallina  
>> <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)> wrote:  
>>  
>>> There are no updates at this time  
>>>  
>>> Sent from my iPhone  
>>>  
>>> On Oct 15, 2012, at 8:40 AM, "Pam Simon" <[pambsimon@me.com](mailto:pambsimon@me.com)> wrote:  
>>>  
>>>> Hi all - do you have time for status?

## Robert Spallina

---

**From:** Robert Spallina  
**Sent:** Tuesday, November 13, 2012 10:16 AM  
**To:** 'Pam Simon'  
**Cc:** Bernstein Ted; Kimberly Moran  
**Subject:** RE: Update

No need for a status call. We will follow-up on the claims later this week and report back

-----Original Message-----

**From:** Pam Simon [mailto:pambsimon@icloud.com]  
**Sent:** Monday, November 12, 2012 9:05 PM  
**To:** Robert Spallina  
**Cc:** Bernstein Ted  
**Subject:** Re: Update

hi robert - should we do a quick status call ? how is the insurance claim going? do you want our claims personnel to follow up? thanks pam

On Oct 19, 2012, at 5:32 AM, Pam Simon <pambsimon@me.com> wrote:

> Hi Robert - I have the ss4 on the 1995 irrevocable trust so we should be able to take care of getting the payment. If you already have the death claim package from the carrier can you overnight it to me and we will take care of the payout? If you don't have the package, can you send me an original death certificate and I will request it from the carrier?

> Also, we would like to do a family status call Tuesday at 11 am  
> chicago time. Pls let us know if that works for you? Have a nice  
> weekend - Pam Simon

>

> Thanks

> Pam

>

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>

>> Call me now

>>

>> -----Original Message-----

>> **From:** Pam Simon [mailto:pambsimon@me.com]

>> **Sent:** Monday, October 15, 2012 11:11 AM

>> **To:** Robert Spallina

>> **Subject:** Re: Call 10/ 16/12 Tuesday 3:30 pm Chicago time

>>

>> I have some on the trust - should only be a few minutes

>>

>> On Oct 15, 2012, at 8:36 AM, Robert Spallina

>> <rspallina@tescherspallina.com> wrote:

>>

>>> There are no updates at this time

>>>

>>> Sent from my iPhone

>>>

>>> On Oct 15, 2012, at 8:40 AM, "Pam Simon" <pambsimon@me.com> wrote:

>>>

>>>> Hi all - do you have time for status?

## Robert Spallina

---

**From:** Pam Simon [pambsimon@me.com]  
**Sent:** Tuesday, October 30, 2012 1:15 PM  
**To:** Robert Spallina  
**Cc:** Bernstein Ted  
**Subject:** Re: Simon Bernstein SS-4

No but we process death claims as part of our business. Thx

On Oct 30, 2012, at 6:50 AM, Robert Spallina <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)> wrote:

Are you speaking to the carrier?

Sent from my iPhone

On Oct 29, 2012, at 9:00 PM, "Pam Simon" <[pambsimon@me.com](mailto:pambsimon@me.com)> wrote:

→ They said a few more weeks as of today - however the carrier doesn't care Thx

On Oct 29, 2012, at 3:33 PM, Robert Spallina <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)> wrote:

The death certificates we have say pending investigation as to cause of death. Has this been cleared up?

---

**From:** Pam Simon [<mailto:pambsimon@me.com>]  
**Sent:** Monday, October 29, 2012 9:57 AM  
**To:** Robert Spallina; Bernstein Ted  
**Subject:** Re: Simon Bernstein SS-4

Was the insurance claim filed yet? Do you need an original death certificate?

On Oct 28, 2012, at 6:40 AM, Pam Simon <[psimon@stpcorp.com](mailto:psimon@stpcorp.com)> wrote:

Begin forwarded message:

**From:** "Pam Simon"  
<[psimon@stpcorp.com](mailto:psimon@stpcorp.com)>  
**Date:** October 24, 2012, 2:58:46 PM  
CDT  
**To:** "Robert L. Spallina"  
<[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)>  
**Cc:** "Ted Bernstein"  
<[TBernstein@lifeinsuranceconcepts](mailto:TBernstein@lifeinsuranceconcepts).>

com>

**Subject: Simon Bernstein SS-4**

Dear Mr. Spallina,

Here is the SS-4 on the Simon Bernstein Irrevocable Insurance Trust dated 1995. The # is 65-6178916. I understand you have spoken with the Carrier and the proceeds are being paid out to the beneficiary as the Simon Bernstein Irrevocable Insurance Trust which I believe Ted Bernstein is getting the wire transfer instructions for the Carrier to send the proceeds to, as Trustee.

Thanks so much,

Pamela B. Simon

*Pam Simon*

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be transmitted via the Internet, as there can be no assurance of actual or timely delivery, receipt and/or confidentiality.

<DOC.PDF>



## Robert Spallina

---

**From:** Pam Simon [pambsimon@me.com]  
**Sent:** Monday, October 29, 2012 9:00 PM  
**To:** Robert Spallina  
**Cc:** Bernstein Ted  
**Subject:** Re: Simon Bernstein SS-4

They said a few more weeks as of today - however the carrier doesn't care Thx

On Oct 29, 2012, at 3:33 PM, Robert Spallina <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)> wrote:

The death certificates we have say pending investigation as to cause of death. Has this been cleared up?

---

**From:** Pam Simon [<mailto:pambsimon@me.com>]  
**Sent:** Monday, October 29, 2012 9:57 AM  
**To:** Robert Spallina; Bernstein Ted  
**Subject:** Re: Simon Bernstein SS-4

Was the insurance claim filed yet? Do you need an original death certificate?

On Oct 28, 2012, at 6:40 AM, Pam Simon <[psimon@stpcorp.com](mailto:psimon@stpcorp.com)> wrote:

Begin forwarded message:

**From:** "Pam Simon" <[psimon@stpcorp.com](mailto:psimon@stpcorp.com)>  
**Date:** October 24, 2012, 2:58:46 PM CDT  
**To:** "Robert L. Spallina" <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)>  
**Cc:** "Ted Bernstein" <[TBernstein@lifeinsuranceconcepts.com](mailto:TBernstein@lifeinsuranceconcepts.com)>  
**Subject:** Simon Bernstein SS-4

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Here is the SS-4 on the Simon Bernstein Irrevocable Insurance Trust dated 1995. The # is 65-6178916. I understand you have spoken with the Carrier and the proceeds are being paid out to the beneficiary as the Simon Bernstein Irrevocable Insurance Trust which I believe Ted Bernstein is getting the wire transfer instructions for the Carrier to send the proceeds to, as Trustee.

Thanks so much,

Pamela B. Simon

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<DOC.PDF>

## Robert Spallina

---

**From:** Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]  
**Sent:** Monday, March 04, 2013 10:14 AM  
**To:** Robert Spallina  
**Subject:** Re: Proceeds

How is after 4 today for quick call with sibs?

Ted Bernstein  
561-988-8984

Sent from my Samsung Galaxy Note™

----- Original message -----

**Subject:** Re: Proceeds  
**From:** Robert Spallina <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)>  
**To:** Ted Bernstein <[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)>  
**CC:** Re: Proceeds

I will reach out to you tomorrow.

Sent from my iPhone

On Mar 3, 2013, at 10:38 AM, "Ted Bernstein" <[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)> wrote:

Robert,

I don't think any of us are thinking that you have taken too long. We realize what is causing delay.

Regarding where proceeds are paid, we cannot put them in jeopardy. It appears unwise to us to pay them to any receptacle connected to your firm. It is tempting fate. It impossible to predict all the things Eliot could allege so it seems prudent to separate them completely. We don't see any downside to directing them to an account unrelated to your firm.

It's probably a good idea to arrange a call with you and the 4 of us, Monday or Tuesday?

Ted  
561-988-8984  
[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

On Mar 1, 2013, at 5:49 PM, "Robert Spallina" <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)> wrote:

We will be filing the declaratory action shortly. It needs approval from the carrier as does the judges order. There is no commingling issue and the delay rests with the missing trust and Eliot. We are almost there and Eliot is supposedly hiring

counsel for himself. As fast as everyone wants to move we will be on the courts schedule. We are almost there.

Sent from my iPhone

On Mar 1, 2013, at 1:56 PM, "Ted Bernstein"  
<[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)> wrote:

Robert?

**From:** Pam Simon [<mailto:pambsimon@icloud.com>]  
**Sent:** Friday, March 01, 2013 11:18 AM  
**To:** Ted Bernstein  
**Cc:** Spallina Robert  
**Subject:** Re: Proceeds

Theo- if Robert already has the 'form' approved by the carrier to file with the courts then why don't we just direct the proceeds to a lawyer outside of Roberts firm to avoid co-mingling. If Robert has not gotten this form, should we hire another attorney either in fla or illinois to get this done immediately. It has been nearly 6 months and there is too much at stake. What are your thoughts?

On Mar 1, 2013, at 8:23 AM, Ted Bernstein  
<[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)> wrote:

פנינה

I think this a point very well taken. We should not do anything that would have a remote chance of placing the life insurance proceeds in jeopardy. I have not received any kind of invoice from Robert's firm relating to the insurance policy or their work as estate reps. I am not sure what the billing procedure is and I agree that we should ask Robert to explain how they work so there are no misunderstandings.

I do think we should move as soon as possible at this point. There is no reason to delay this process and we should be pressing to get into court and get the document needed to pay those proceeds.

Ted

**From:** Pam Simon  
[mailto:pambsimon@icloud.com]  
**Sent:** Wednesday, February 27, 2013 7:04 AM  
**To:** Ted Bernstein  
**Cc:** Simon David Scooter  
**Subject:** Proceeds

Theo- I've been thinking that maybe we should use another firm on Dad's life insurance proceeds as it seems Robert may have a difficult time with Eliot and other lawsuits in the mix getting this done. Maybe if we remove it entirely from the firm and separate it, it will be less likely to get caught up in what we see is happening. I think it was said that the insurance company is waiting for a court order and Robert is working on a draft to get pre-approved from the carrier first. Then Robert would file it in palm beach and then have the proceeds paid to his trust account. Again having the funds at that firm where they are executors of some of the estates makes me nervous as the money will be at the same firm as "creditors " and trouble makers having nothing to do with the proceeds.

Also, please get a bill from Robert up to this point - he had said he wasn't charging for the insurance stuff earlier but we should know where we stand at this point. Unless you having been paying his bills all along in your course of managing this nightmare, I think we need to know.

Talk to you soon,

משלו

Pam פנינה

Spallina is supposed to be protecting estate and its creditors and instead he is acting as Ted counsel to hide trusts and move assets, how many felonies state and federal and mail and wire, etc???



Yes, his bill for committing fraud is important and was like 23,000. Do not forget Spallina falsified a claim for on 11.11.12 to the carrier stating he was trustee of the lost trust and trustee of the Primary Bene LaSalle National Trust. Fraud Fraud Fraud!!!!

## Robert Spallina

---

**From:** Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]  
**Sent:** Wednesday, March 06, 2013 4:28 PM  
**To:** Robert Spallina  
**Subject:** call

Robert,

I am on call with Lisa, Jill, Pam and Scooter. It has been for the better part of 2 hours. They want me to send an email summarizing the concerns about the proceeds, the process, Eliot, etc. They are preparing it now and they will either send it to you or send it to me to. Scooter feels it should come from me since I will be the person you are representing. I am going to be in 2 meetings starting at 4. I won't be done until 7 or so. I think they are clarifying our understanding of our call today, your emails and procedure going forward.

Ted



**Life Insurance Concepts**  
950 Peninsula Corporate Circle, Suite 3010  
Boca Raton, FL 33487  
**Tel:** 561.988.8984  
**Toll Free:** 866.395.8984  
**Fax:** 561.988.0833

**Email:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
[www.LifeInsuranceConcepts.com](http://www.LifeInsuranceConcepts.com)

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Spallina representing Ted when he is PR for estate, why, let me count the conflicts, they are working together these emails look like a cover story and cut and paste job of desperate people caught with their hands in cookie jar of felony crimes.

## Robert Spallina

---

**From:** Robert Spallina  
**Sent:** Monday, February 04, 2013 11:48 AM  
**To:** 'Lisa Friedstein'  
**Subject:** RE: still not clear

I will get it distributed to my trust account and his share will sit there until he makes a decision and signs the waiver and release. He should be ashamed of how he has conducted himself. Christine Yates should be reprimanded for her poor counsel. They have turned this into a circus. An agreement must be among all the parties that are heirs/beneficiaries. The money would escheat to the State only if a claim is not filed which is not the case.

-----Original Message-----

**From:** Lisa Friedstein [mailto:lisa.friedstein@gmail.com]  
**Sent:** Monday, February 04, 2013 11:45 AM  
**To:** Robert Spallina  
**Subject:** still not clear

Yes we are ashamed that Robert has admitted he altered estate docs to change bene's to benefit Ted and Pam and himself and his firm forged my deceased father's name. Hindsight I bet he wishes not said this.

Robert,

Why do we need all five of us to sign...and if eliot decides not to sign where does the money go? i thought i heard you say "to the state"  
Is that true?

Lisa Friedstein

## Robert Spallina

---

**From:** Pam Simon [pambsimon@icloud.com]  
**Sent:** Monday, February 04, 2013 11:42 AM  
**To:** Robert Spallina  
**Subject:** Re: policy and accounting on the premium/withdrawals from heritage life for elio

he is very ill and perhaps counsel can reason with him but i dont suspect that so we really should consider what will happen when we cant get an answer from him so that the 4 of us can proceed without him. hopefully, i am wrong. thanks

On Feb 4, 2013, at 9:38 AM, Robert Spallina <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)> wrote:

> I will request it. Does anyone have any ability to talk to him. If I  
> were his sibling I would have blasted him by now and guilted him into  
> moving forward with the plan.  
>  
> -----Original Message-----  
> From: Pam Simon [mailto:[pambsimon@icloud.com](mailto:pambsimon@icloud.com)]  
> Sent: Monday, February 04, 2013 11:38 AM  
> To: Robert Spallina  
> Subject: policy and accounting on the premium/withdrawals from  
> heritage life for elio  
>  
> are you requesting or should we? thanks

Eliot ill and they are  
mentally and criminally  
insane!!!!



## Robert Spallina

---

**From:** Robert Spallina  
**Sent:** Monday, February 04, 2013 11:34 AM  
**To:** 'Christine Yates'  
**Subject:** Your client

Christine - Your client needs to get control over his paranoia. Everything he does costs the estate more money and accomplishes nothing. My partner and I had a candid conversation with you about your client and his idiosyncrasies at the time you were engaged. He has turned this entire matter into a circus. Providing counsel to him means walking him off the ledge at certain times. This is one of those times. Please counsel him to go along with the planning that his father intended. Both Si and Shirley Bernstein are rolling around in their graves at this point.

Thank you

Robert L. Spallina, Esq.  
TESCHER & SPALLINA, P.A.  
4855 Technology Way, Suite 720  
Boca Raton, Florida 33431  
Telephone: 561-997-7008  
Facsimile: 561-997-7308  
E-mail: [rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)

Counsel him to go along with fraud!!!!

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at [www.tescherspallina.com](http://www.tescherspallina.com)

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## Robert Spallina

---

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**Sent:** Monday, February 04, 2013 11:42 AM  
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**Subject:** Re: policy and accounting on the premium/withdrawals from heritage life for elio

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> -----Original Message-----

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> Sent: Monday, February 04, 2013 11:38 AM  
> To: Robert Spallina  
> Subject: policy and accounting on the premium/withdrawals from  
> heritage life for elio

>

> are you requesting or should we? thanks

Pam who is cut out  
the estates and  
trusts by my  
parents writes this,  
how apropos, no  
wonder they cut  
her and Ted out of  
their lives entirely.

## Robert Spallina

---

**From:** Robert Spallina  
**Sent:** Thursday, November 15, 2012 8:13 AM  
**To:** lisa friedstein  
**Subject:** Re: trust document and disbursements

I don't share your concern as everyone will be signing a release as is typical when a distribution is made.

Sent from my iPhone

On Nov 15, 2012, at 8:10 AM, "lisa friedstein" <[lisa@friedsteins.com](mailto:lisa@friedsteins.com)> wrote:

Robert... jeff and I never heard from you about this...could you please respond...thanks...lisa and jeff

----- Forwarded message -----

From: "lisa friedstein" <[lisa@friedsteins.com](mailto:lisa@friedsteins.com)>  
Date: Oct 23, 2012 8:36 PM  
Subject: Re: trust document and disbursements  
To: <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)>

Robert,

We do not know what the 1995 trust says but are concerned about repercussions to us and the trustee if the insurance policy is distributed equally among the children and eventually the trust is found and it states the policy should be split among 4 of the 5 children or something similar. What are your thoughts

Thank you  
Lisa

SIMON BERNSTEIN  
2000 INSURANCE TRUST

DATED: *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law  
2255 Glades Road, Suite 340 West  
Boca Raton, FL 33431-7360

Suppressed and Denied  
Trust. Hidden from carriers,  
beneficiaries, Federal Court  
and State Court. Document  
turns up in production  
Teschler and Spallina forced  
by Court to turn over to new  
Curator.



TRUST AGREEMENT dated this 15 day of August, 2000, between SIMON BERNSTEIN, as Settlor, and SHIRLEY BERNSTEIN and ALBERT W. GORTZ, as Trustees.

1. As and for a gift, the Settlor hereby assigns and transfers to the Trustees and their successors (together, the "Trustees") the life insurance policies set forth in Schedule A annexed hereto, and the Settlor agrees to execute all such assignments and changes of beneficiary and to do such other acts and things as may be necessary in order to make the Trustees irrevocable absolute assignees of said life insurance policies. The Trustees shall hold said policies, together with any other property which may be received by them, in trust upon the terms and conditions set forth herein. This trust shall be known as the "SIMON BERNSTEIN 2000 INSURANCE TRUST."

2. (a) During the Settlor's lifetime, the Trustees shall hold the trust property, shall invest and reinvest the same, and shall pay so much of the income therefrom to any one or more of the Settlor's wife, SHIRLEY BERNSTEIN, and the Settlor's descendants, living from time to time, in equal or unequal amounts, and to any one or more of them to the exclusion of the others, as the Trustees, in their absolute discretion, shall determine, accumulating any balance of the income and adding the same to principal.

(b) During the Settlor's lifetime, the Trustees are further authorized and empowered, from time to time, to pay to any one or more of the Settlor's wife, SHIRLEY BERNSTEIN, and the

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BOCA RATON, FLORIDA 33431

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Settlor's descendants, living from time to time, such sums out of the principal of the trust (even to the extent of the whole thereof), in equal or unequal amounts, and to any one or more of them to the exclusion of the others, as the Trustees, in their absolute discretion, shall determine; provided, however, that the Trustees shall notify the Settlor's wife and each of the Settlor's descendants of their intention to make any distribution pursuant to this subdivision, whereupon the Settlor's wife and each of said descendants shall have the right (prior to such distribution) to withdraw principal pursuant to subdivision (c) of this Article 2 within thirty days after receipt of such notice.

(c) In each calendar year (including the year in which the trust is first funded), with respect to any addition to principal,

(1) The Settlor's spouse is authorized and empowered to withdraw from principal the sum of subparagraphs (A) and (B) below, namely:

(A) the lesser of,

(i) an amount equal to the fair market value of the property added to principal (valued as of the date the addition is made),

or,

(ii) an amount that, with respect to the individual making the addition, would qualify for the Federal gift tax annual exclusion under Section 2503(b) of the Code for a gift made directly to the Settlor's spouse (determined on the date the addition is made, after taking into

account all prior gifts to the Settlor's spouse by such individual and assuming that in the case of any such individual other than the Settlor, his or her spouse, if any, will elect to "split" all gifts under Section 2513 of the Code,

and

(B) the amount from prior years (if any) that remains subject to his or her power of withdrawal.

(2) If the aggregate additions to the trust made in said year exceed the amount that the Settlor's spouse may withdraw pursuant to paragraph (1) of this subdivision (c), each of the Settlor's descendants, living from time to time, is authorized and empowered to withdraw from principal the sum of subparagraphs (A) and (B) below, namely:

(A) the lesser of,

(i) an amount equal to,

(I) a) the fair market value of the property added to principal (valued as of the date the addition is made),

reduced by,

b) the amount subject to the power of withdrawal of the Settlor's spouse pursuant to paragraph (1) of this subdivision (c),

divided by,

(II) the number of the Settlor's descendants having a power of withdrawal under this paragraph (2) immediately after the addition is made,

or,

(ii) an amount that, with respect to the individual making the addition, would qualify for the Federal gift tax annual exclusion under Section 2503(b) of the Code for a gift made directly to such descendant (determined on the date the addition is made, after taking into account all prior gifts to said descendant by the individual making that addition and assuming that his or her spouse, if any, will elect to "split" all gifts under Section 2513 of the Code),

and

(B) the amount from prior years (if any) that remains subject to said descendant's power of withdrawal.

(3) Said rights of withdrawal may be exercised only by written notice to the Trustees and any such withdrawals shall be made out of additions to principal made during the current year, and, to the extent that those additions are insufficient, out of the balance of the principal. The Trustees shall notify the Settlor's spouse and each of the Settlor's descendants, living from time to time, in writing of his or her power of withdrawal with respect to each addition within fifteen days after the date the addition is made.

(4) (A) Each beneficiary's power of withdrawal in any calendar year shall lapse at the end of that year to the extent of,

(i) the amount described in Section 2514(e) of the Code (which, if expressed as a percentage of the fair market value of trust principal, shall be that percentage determined as of the end of the year in question), combining, for this purpose, the fair market



values of the principal of the trust under this Agreement and of all other trusts as to which the beneficiary may have a power of withdrawal,

reduced (but not below zero) by,

- (ii) the amounts by which the beneficiary's powers of withdrawal with respect to each such trust shall have lapsed at the end of that year (assuming that, with respect to each beneficiary, his or her powers of withdrawal as to each such trust, including this trust, shall lapse in the order in which the trust granting such power was created).

(B) Each beneficiary's power of withdrawal shall lapse in its entirety, (i) upon the beneficiary's death, or (ii) upon the Settlor's death if any part of the principal of the trust is includable in the Settlor's gross estate for Federal estate tax purposes.

(5) Notwithstanding the foregoing, any individual making an addition to the principal shall have the right, by written instrument delivered to the Trustees when the addition is made, with respect to any power of withdrawal that otherwise would be created as a result of said addition, (A) to exclude any beneficiary from exercising his or her power of withdrawal that would otherwise be created, (B) to increase (but not exceeding the amount of his or her addition) or decrease the amount subject to any beneficiary's power of withdrawal, or (C) to change the period during which any beneficiary's powers of withdrawal may be exercised.

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3. Upon the death of the Settlor, the then principal of the trust shall be held by the Trustees in further separate trust to pay the income therefrom in quarterly or more frequent installments to the Settlor's wife during her life.

The Trustees are authorized and empowered, from time to time, to pay to the Settlor's wife such sums out of the principal of the trust (even to the extent of the whole thereof) as the Trustees, in their absolute discretion, deem in her best interests.

Upon the death of the Settlor's wife, the then principal of the trust shall pass to such of one or more of the Settlor's descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as the Settlor's wife shall by Will appoint. To the extent that said power of appointment shall not be effectively exercised, or upon the Settlor's death if the Settlor's wife predeceases the Settlor, said principal shall be divided into shares, per stirpes, for such of the Settlor's 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, provided, however, that any share so set aside for a grandchild or more remote descendant of the Settlor who has not then attained the age of thirty shall be disposed of as provided in Article 4 of this Agreement.

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4. All shares or portions above or below directed to be set aside for a grandchild or more remote descendant of the Settlor and directed to be disposed of as provided in this Article 4 shall be held by the Trustees in further separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as the Trustees deem necessary or advisable, accumulating any balance of the income 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.

The Trustees are authorized and empowered, from time to time, to pay to the beneficiary such sums out of the principal of the trust (even to the extent of the whole thereof) as the Trustees shall 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 the beneficiary's then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a descendant of the Settlor and who has

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descendants then living, or, in default thereof, for the Settlor's 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 the Settlor who is then the beneficiary of a trust under this Article 4 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 the Settlor who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article 4 shall be disposed of as provided in this Article 4.

5. The Trustees shall have the power, in their absolute discretion, at any time or from time to time: to apply for and to purchase contracts of insurance on the life of the Settlor; to make premium payments out of the income or principal on any policy of life insurance held by them hereunder; to exercise any of the rights or options with respect to any policy of life insurance held by them hereunder, 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 purchasing paid up additions, and exercising options with respect to conversion, surrender or payment of death proceeds.

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6. If ALBERT W. GORTZ ceases to be qualified as a Trustee hereunder, the Settlor's daughter PAMELA BETH SIMON shall be entitled to qualify as successor Trustee in his place.

The Trustees from time to time qualified hereunder are authorized and empowered to designate one or more co-Trustees and, subject to the foregoing, a sole surviving Trustee at any time qualified hereunder is authorized and empowered to designate one or more successor Trustees to succeed himself or herself; provided, however, that the Settlor may not serve as a Trustee hereunder and that the Settlor's wife may not serve as a sole Trustee hereunder, and, provided further, that JEANNIE BERNSTEIN shall never be designated as or serve as a Trustee of any trust created hereunder.

An individual Trustee shall cease to be qualified as Trustee hereunder if he or she is under a legal disability or if by reason of illness or mental or physical disability, in the written opinion of two doctors then practicing medicine, he or she is unable to manage his or her affairs. Each Trustee acting hereunder hereby waives any doctor-patient privilege that may exist and authorizes said doctors to release all medical information that may be requested by the Trustees acting 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.

No bond or other security shall be required for any reason whatsoever of any Trustee named herein or designated as herein provided.

7. The Trustees hereunder shall have the following discretionary powers in addition to those conferred by law:

(a) To make any payment or distribution (required or authorized under this Agreement) 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 to the income tax basis of property allocated to any beneficiary.

(b) 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 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, so long as they, in their absolute discretion, deem it advisable.

(c) 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, without regard to any duty to diversify or, except with respect to any trust for the benefit of the Settlor's 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.

(d) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but the 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 any trust hereunder.

(e) To exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in the names of a majority of the Trustees qualified to participate, with the same effect as if all had joined therein; but by unanimous vote of the Trustees they may determine the number (one or more) who may give instructions to custodians, sign checks or have access to safe deposit boxes.

(f) Severally to resign, by delivering to any successor or co-Trustee written notice of such resignation, to take effect at such date as said resigning Trustee may specify in said notice, without necessity for prior accounting or judicial approval.

(g) Severally to authorize, by instrument in writing, any person or corporation, including any co-Trustee, bank or trust company, to act in the place of said 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 Trustee.

(h) To credit to principal or income or to apportion between them in such manner as they deem advisable any distributions from partnerships, any extraordinary, wasting or liquidating dividends, any dividends payable in the stock of the corporation paying the dividend or payable in the stock of another corporation and any so-called "capital gains dividends" declared by investment companies or investment trusts.

(i) To charge to principal or income or to apportion between them any ordinary or extraordinary expenses in such manner as they deem advisable.

(j) 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.

(k) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute and extending beyond the duration of the trusts herein), 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.

(l) To borrow such sums as they deem advisable for the proper administration of the trusts and to give security therefor.

(m) With respect to any property distributable absolutely to an infant remainderman: in their absolute discretion, to retain possession of and manage the same during his or her minority, with all the rights, powers and compensation of Trustees hereunder, and from time to time to apply so much of the income and principal thereof to the use of said infant as they deem advisable, accumulating any balance of the income and adding the same to principal at convenient intervals; upon said infant's attaining majority (or sooner death), the then principal and any accumulated income shall be distributed to said infant (or his or her estate); this power shall not affect the vesting of said property in said infant.

(n) In determining the amount of income or principal applicable to the use of an infant, to disregard the duty or ability of the parent or parents of said infant to support said infant; and to make payment of any income or principal, applicable to the use of or payable to an infant, (1) to the Guardian (qualified in any 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 and to select age twenty-one for termination of custodianship, 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 income or principal shall be a full discharge to the Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of the Settlor's 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.

(o) To remove any of the property held hereunder to or from any jurisdiction; to change the situs of administration of any trust hereunder from one jurisdiction to another and to elect the law of such other jurisdiction to govern the same.

(p) To organize or participate in the organization of corporations, and to transfer to them any part or all of the property held hereunder in exchange for securities thereof.

(q) 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 the Trustees, in their absolute discretion, shall deem advisable.

(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 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 all 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 or by proxy.

(t) To the extent permitted by law, to register any of the property held hereunder in their names as 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.

(u) To lend such sums out of the income (other than of any trust for the benefit of the Settlor's 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 under no circumstances may any loan be made to the Settlor.

(v) To exercise any settlement option with respect to the proceeds of any policy of life insurance payable to them as beneficiaries and, in the event of any controversy concerning the payment of such proceeds (or any other controversy with the insurer), to compromise any claim they may have, without the necessity of court approval; to receive such sums as may become payable to them as beneficiaries of any policy of life insurance, with authority to execute all necessary receipts and releases to the insurer, and, upon being advised of the death of the insured, to make efforts to collect such sums as may appear to be due them, without any obligation to institute suit or maintain any litigation to collect the proceeds of any such policy unless in possession of funds sufficient for that purpose or unless indemnified to their satisfaction for attorneys' fees, costs, disbursements and other expenses and liabilities to which they may be subjected by reason of such action; provided, however, that the Trustees may utilize any property held by them hereunder to pay expenses incurred in connection with enforcing the payment of any such sums due them. Any insurer issuing such policy shall, upon payment of the proceeds to the Trustees, be released

and discharged of any obligation to see that such proceeds are applied as provided in this Agreement and of any further liability to the Trustees or to any beneficiary hereof.

(w) To guarantee loans made to any beneficiary hereunder.

(x) To trade on margin (but only with the approval of the Settlor's 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, the 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.

8. (a) All the powers granted in this Agreement may be exercised after the termination of the trusts in connection with the proper administration and distribution thereof.

(b) Except as otherwise provided in subdivision (o) of Article 7 of this Agreement, this Agreement shall be governed by and its validity, effect and interpretation determined by the laws of the State of Florida.

(c) This Agreement shall be irrevocable.

(d) In any judicial proceeding involving any trust hereunder and in any non-judicial settlement of the account of a 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.

(e) 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 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 said life beneficiary or said person died first, then, for the purposes of this Agreement, said person shall be deemed to have died before said life beneficiary.

(f) Upon the commencement of the trusts herein and upon the death of an income beneficiary, or any other termination of the trusts 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 the Trustees are authorized in their discretion to accumulate shall be added to principal.

(g) Any income or principal payable to a beneficiary hereunder may, in the discretion of the Trustees, be applied by them for the benefit of said beneficiary.

(h) Notwithstanding any provision in this Agreement to the contrary, any power (including discretionary powers) granted to the Trustees hereunder shall be absolutely void to the extent that the right to exercise or the exercise thereof would in any way cause the Settlor's estate to lose all or part of the tax benefit afforded the Settlor's estate by the marital deduction provisions under either Federal or state laws; without limiting the foregoing, with respect to any trust for the Settlor's spouse that qualifies for the marital deduction under either Federal or state law, (1) subdivisions (h), (i), (j), (p), and (q) of the preceding Article of this Agreement and subdivision (f) of this Article shall not apply, and (2) the Settlor's 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.

(i) Any 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 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 Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Trustee(s).

(j) With respect to any Trustee who is interested, in his or her individual capacity, in any firm or corporation in which the Settlor's estate or any trust hereunder may have an interest, said Trustee 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, if one or more of said 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 said trust shall be made by said disinterested Trustee(s).

(k) A person from time to time qualified as Trustee hereunder shall not be disqualified from purchasing assets of the trust, provided (1) said purchaser shall not participate as Trustee in the decisions of the Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Trustee(s); and (2) in fixing said price, conditions and terms said other 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 Trustee.

(l) The Trustees may purchase assets from or sell assets to other estates or trusts not created hereunder, notwithstanding that one or more of said Trustees are fiduciaries of or beneficially interested in said estates or trusts; provided, however, that if one or more of said Trustees has no such interest, then as to all such matters the decision of the trusts hereunder shall be made by said disinterested Trustee(s).

(m) During the minority of any beneficiary, notice of his or her right to withdraw principal from a trust hereunder shall be given to and such right shall be exercisable on his or her behalf by his or her natural or legal guardian, his or her conservator, or his or her committee (in each case, other than the Settlor); provided, however, that no such notice shall be given to or exercisable by JEANNIE BERNSTEIN in any capacity as such beneficiary's natural or legal guardian, conservator, committee, parent or Custodian.

(n) The Settlor or any other person may from time to time add assets to the principal of the trusts hereunder, provided only that said assets are acceptable to the Trustees.

(o) All testamentary powers of appointment granted in this Agreement shall be exercisable only by specific reference to this Agreement and, except as provided in subdivision (p) herein, shall not be exercisable in favor of the power holder or his or her estate or his or her creditors or the creditors of his or her estate.

(p) Notwithstanding the provisions of Article 4 of this Agreement, 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 4.

(q) Whenever property is directed to be held in a trust hereunder, the Trustees are authorized and empowered to establish two or more separate trusts for such property, with said trusts to have identical provisions, to the end that the

Federal generation-skipping transfer tax inclusion ratio, as defined in Section 2642(a) of the Code, of each trust will be either zero or one after allocation of the Settlor's available GST exemption pursuant to Section 2631 of the Code. The Trustees are further authorized and empowered to make different tax elections with respect to each such separate trust (including the allocation of the Settlor's available GST exemption), to invest such trusts in the same or different manners, to exercise any and all discretionary powers granted to them hereunder with respect to such separate trusts in the same or different manners, and to take any and all other actions consistent with the fact that such trusts are separate entities. The Settlor recommends (but does not direct) that no distribution of principal be made to a beneficiary from his or her trust(s) with a generation-skipping transfer tax inclusion ratio of zero until the trust(s) for his or her benefit with a generation-skipping transfer tax inclusion ratio of one shall first have been exhausted.

(r) Wherever in this Agreement property is directed to be added to an existing trust for a descendant of the Settlor hereunder, the 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.

(s) If, at any time, there shall be a trust created under the Settlor's Will, the Will of the Settlor's spouse or a trust created by the Settlor or the Settlor's spouse (or both of them) during the Settlor's lifetime, for the same beneficiaries and subject to the same provisions as a trust under this Agreement (or as a trust intended to be created under this Agreement), or if there shall be more than one trust under this Agreement for the same beneficiaries and subject to the same provisions, the 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.

(t) Wherever the context permits, the word "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."

(u) 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 the Settlor's intent, so far as the law allows, to make said trusts what are commonly known as "spendthrift trusts."

(v) In no event shall any addition to the trust be made less than thirty days before the end of any calendar year.

(w) 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 this Agreement) in effect at the date of this Agreement, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.

(x) In determining whether or not to exercise any discretionary power to pay income or principal of any trust hereunder, the Trustees may, but shall not be required to, (1) with respect to the trust created under Article 3 of this Agreement, 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 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) The Trustees must own each policy of insurance purchased by the Trustees or contributed to the trust. The Trustees shall have no liability or responsibility for any loss resulting from the failure of any insurance company and inability to pay its claim under any insurance policy purchased by the Trustees. The Trustees shall have the power to borrow any sum in accordance with the provisions of any such insurance contracts; however, the Trustees shall be under no obligation to invest any cash value accumulated in any life insurance policy owned by the trust regardless of the investment yield on such value within the policy as compared to the net investment yield which could be

obtained outside the policy. Except as expressly provided otherwise herein, the Trustees shall be under no duty or obligation to exercise any benefit, option or privilege granted by any insurance policy and the Trustees shall not be liable or accountable to anyone for the exercise or non-exercise of any such benefit, option or privilege, including the ability to borrow against the cash values to obtain a higher investment yield outside the policy.

(z) The Trustees shall be responsible for the proceeds of the policies only when, as and if collected by them, and the Trustees shall not be liable or accountable to anyone if, because of default in premium payments, failure of the insurance company or for any other reason whatsoever, the policies, or any of them, shall lapse or be otherwise uncollectible. The Trustees shall not be deemed, because of this trust, to have entered into any covenant to keep any insurance policies in force.

(aa) In determining the amount of any power to withdraw principal that may lapse under this Agreement, the Trustees may rely upon the written statement of the Trustees of any other trust to which this Agreement refers as to the fair market value of the principal thereof at the end of any year and shall have no duty to inquire as to the correctness of such statement.

(bb) Wherever reference is made in this Agreement 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.

9. The term "descendants" as used in this Agreement shall specifically exclude the Settlor's daughter PAMELA BETH SIMON and her descendants. The Settlor has 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.


10. The Trustees hereby accept the trust herein and

agree to carry out the provisions hereof and faithfully to perform and discharge all of their duties as Trustees.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.


Signed, sealed and delivered in the presence of the following persons, each of whom also signed as a witness in the presence of the Settlor

  
GEORGE D. KARIJANIAN

 (L.S.)  
SIMON BERNSTEIN, Settlor

Print Name 33 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

  
Robert Jacobowitz  
Print Name  
2415 NW 32nd St.  
Address  
Boca Raton, FL



Signed, sealed and delivered  
in the presence of the following  
persons, each of whom also signed  
as a witness in the presence of  
the Trustee

  
GEORGE D. KARIBJANIAN

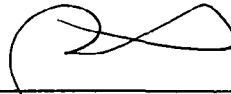
Print Name 1133 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

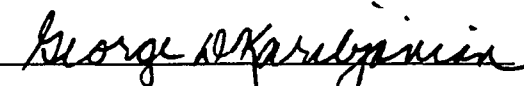
  
Robert Jacobowitz

Print Name 2415 NW 32nd St

Address Boca Raton, FL

  
SHIRLEY BERNSTEIN, Trustee (L.S.)

Signed, sealed and delivered  
in the presence of the following  
persons, each of whom also signed  
as a witness in the presence of  
the Trustee

  
GEORGE D. KARIBJANIAN

Print Name 1133 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

  
Robert Jacobowitz


Print Name 2415 NW 32nd St

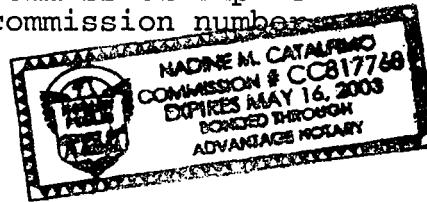
Address Boca Raton, FL

  
ALBERT W. GORTZ, Trustee (L.S.)

STATE OF FLORIDA       )  
                                          )  
                                          ) SS.:  
COUNTY OF PALM BEACH)

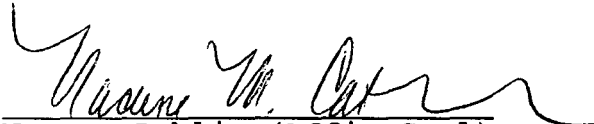
The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of August, 2000 by SIMON BERNSTEIN, who is  
personally known to me or ~~has produced~~ \_\_\_\_\_ as  
identification.

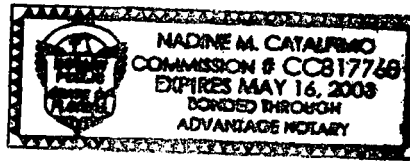
  
\_\_\_\_\_  
Notary Public (Affix Seal)  
My commission expires:  
My commission number:



STATE OF FLORIDA       )  
                                          )  
                                          ) SS.:  
COUNTY OF PALM BEACH)


The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of August, 2000 by SHIRLEY BERNSTEIN, who is  
personally known to me or ~~has produced~~ \_\_\_\_\_  
as identification.

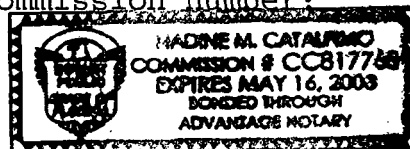
  
\_\_\_\_\_  
Notary Public (Affix Seal)  
My commission expires:  
My commission number:



STATE OF FLORIDA       )  
                                          )  
                                          ) SS.:  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of August, 2000 by ALBERT W. GORTZ, who is  
personally known to me or ~~has produced~~ \_\_\_\_\_  
as identification.

  
\_\_\_\_\_  
Notary Public (Affix Seal)  
My commission expires:  
My commission number:



**SCHEDULE A**  
**TRUST AGREEMENT dated the 4th day**  
**of August, 2000, between**  
**SIMON BERNSTEIN, as Settlor,**  
**and SHIRLEY BERNSTEIN AND**  
**ALBERT W. GORTZ, as Trustees**

The following life insurance policies:

Lincoln Benefit Life Company, Policy No.: U0204204

Capitol Bankers Life Insurance Company,  
Policy No.: 1009208