

Dear Detectives Miller and Panzer,

Per our meeting on December 12, 2014 regarding the trusts of my three minor children, Joshua, Jacob and Daniel Bernstein, I have prepared the requested statement of facts and attached the requested documents to support our claims regarding the forged and fraudulent Stanford Trust Company and Oppenheimer Trust Company of New Jersey trust documents. The allegations are not simply that the documents are forged and fraudulent but that it again is part of a larger fraud on the beneficiaries¹ of the Estates and Trusts of Simon and Shirley Bernstein. The documents were used to illegally seize Dominion and Control of three of the children's trusts. Then the monies were improperly and illegally converted by improper parties acting as fiduciaries, to improper parties. This artifice to defraud was used to further hide millions of dollars that were to flow into these and other trusts created specifically for our family and convert those monies to improper parties as well.

BACKGROUND

The parties alleged involved in this part of the criminal conspiracy, include but are not limited to,

1. Robert Spallina, Esq.
2. Donald Tescher, Esq.
3. Theodore Stuart Bernstein
4. Janet Craig of Oppenheimer Trust Company of New Jersey
5. Hunt Worth, Esq. of Oppenheimer Trust Company of New Jersey
6. Alan B. Rose, Esq.
7. Steven Lessne, Esq.
8. Oppenheimer Trust Company of New Jersey
9. Oppenheimer Trust Company of Delaware

Witnesses to Contact

1. Traci Kratish, Esq. – Alleged Trustee
2. Steven I. Greenwald, Esq. – Alleged Trustee
3. Larry Bishens, Esq. – Alleged Successor Trustee
4. William Stansbury, Creditor to the Estate of Simon and Shirley
5. Eliot Bernstein
6. Candice Bernstein
7. JP Morgan

¹ The beneficiaries of the Estates and Trusts have not yet been determined by the Court due to the prior forged and fraudulent documents in the Kimberly Moran case and the document that Robert Spallina admitted to PBSO he intentionally altered, changing the beneficiaries in my mother's trust, post mortem by two years. The trust and estate documents of my father, Simon, are also challenged in the Court and have been discovered by Governor Rick Scott's Notary Public Division to again be improperly notarized. We are awaiting review of the alleged original trust documents but to date they have been suppressed and denied from beneficiaries for four years in my mother's trust and two years in my father's trust.

- a. Christopher Prindle, Broker for Simon and Shirley at Stanford, Oppenheimer and JP Morgan.
- b.
8. Ralph Janvey, Esq. – Receiver for Stanford Trust Company
9. Diana Banks
10. Christopher Prindle – JP Morgan Account Executive, former Stanford Account Executive, former Oppenheimer Account Executive.

The three trust documents and other ancillary documents exhibited herein relating to the children's trusts were discovered in part from the production of Donald Tescher, Esq. & Robert Spallina, Esq. that was Ordered by Hon. Judge Martin Colin when they were removed as fiduciaries and in part from documents obtained from Oppenheimer Trust Company of New Jersey. Oppenheimer Trust Company of Delaware has recently filed alleged fraudulent documents with the Probate Court.

The crimes alleged that have occurred with these fraudulent trust documents are very similar to the document fraud and forgeries already proven in the Estates and Trusts of my parents committed and admitted to by Spallina and Kimberly Moran that led to her arrest. Spallina then later confessed to PBSO in January 2014 to another separate and distinct document fraud, whereby he made post mortem alterations of my mother's trust after conferring with his partner Tescher. Spallina and his partner Tescher were then removed (not discharged) as Co-Personal Representatives/Executors and Co-Trustees of my father's Estate and Trust and simultaneously resigned in all other legal and fiduciary capacities for any Bernstein family matters. We are waiting for the prosecution of Spallina regarding his fraudulent felony misconduct.

After reviewing the thousands of pages of production turned over by Tescher and Spallina it appears that most if not all of the documents are fraudulent, none tendered had original signed documents to back them up and they all appear part of an attempt to continue the frauds to steal assets of the Estates and Trusts set up by Simon and Shirley and to further attempt to cover up crimes being currently investigated by your office.

These three trusts for my children are the first in a series of documents and evidence we are preparing for your inspection regarding several more alleged fraudulent financial transactions. The frauds alleged herein are a separate series of fraud than those already alleged and being investigated in my parents' trusts and estates. This time the beneficiaries injured are my three minor children. There are several new alleged perpetrators involved in this fraud in addition to those already identified in the other cases. The monies in these trusts originate with the Stanford Trust Company and Stanford remains the second largest Ponzi scheme in the country. The trusts and money then trail from Stanford to Oppenheimer to JP Morgan.

STATEMENT OF FACTS REGARDING STANFORD TRUST COMPANY/OPPENHEIMER TRUST COMPANY OF NEW JERSEY/JP MORGAN TRUST ACCOUNTS FOR JOSHUA, JACOB and DANIEL BERNSTEIN

1. A lawsuit was filed on June 11, 2014 by Oppenheimer Trust Company of Delaware in efforts to abandon their fiduciary duties as Trustee of the Trusts, which is now before Hon. Judge Martin Colin. The complaint is at the following URL, <http://www.iviewit.tv/20140620Oppenheimer%20v.%20Eliot%20Candice%20Joshua%20Jacob%20and%20Daniel%20Case%20No%20502104cp00281xxxxsb%20Summons%20and%20Complaint%20Eliot%20Service.pdf> . I have also resubmitted herein the ALLEGED trust documents that you photocopied at our meeting and requested I resend to you due to bad copies generated. They are also Pages 10-70 of this URL.
2. A counter complaint was filed by Eliot and Candice, which can be found at <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140730%20FINAL%20Answer%20and%20Counter%20Oppenheimer%20ECF%20Copy.pdf> that contains further information and evidence regarding these trusts.
3. Several months after Simon Bernstein passed on September 13, 2012, Attorneys at Law Spallina and Tescher of the law firm Tescher & Spallina, PA, directed Simon's former assistant Rachel Walker to turn over Legacy Bank checking accounts in the name of Bernstein Family Realty, LLC (BFR) to Eliot and Candice Bernstein so that Candice could begin writing checks from it. Rachel had been writing checks at the direction of Tescher and Spallina for an account owned by Simon at Legacy Bank and despite being the Personal Representative/Executors of the Estate responsible for closing the account at my father's death they instead operated the account for months knowingly not closing it.
4. The three trusts own BFR, owned in equal shares by Eliot's three minor children Joshua, Jacob and Daniel.
5. The BFR checking account was used to pay all expenses for Eliot, Candice and their children for years by Simon and Shirley Bernstein and was designed at their deaths to provide enough income for Eliot's family through the children's graduations from college and beyond.
6. Simon was the sole signor on the BFR account at the time of his death on September 13, 2012.
7. Eliot and Candice were concerned about writing checks from the account without knowing anything about the account and so Eliot, Rachel and Candice contacted Legacy Bank to make sure Candice was authorized to write checks from the BFR account as directed by Spallina.
8. Rachel told Eliot and Candice she was turning over the account to Candice to write checks because Simon was dead and she was fired by Ted Bernstein.
9. Legacy Bank executives were shocked to learn that Simon was deceased from Rachel, as Simon was a valued private banking customer they knew well and no one had contacted the bank about Simon's death and his accounts were still active months after his death.
10. Rachel stated she was authorized on the BFR account and could assign the account to Candice but after reviewing the file Legacy stated that Simon was in fact the only signatory and authorized party for any information on the account.
11. Upon learning Rachel was signing checks, Legacy informed Rachel that she was not a signor on the account nor listed on the account in any way and that no one but Simon was a signor. Further, Legacy stated that in no way could Candice or Rachel write any further checks, as the accounts were being frozen and should have been terminated by the Executors. Legacy stated they could only speak to the Executor/PR of the Estate going forward.

12. Tescher and Spallina were contacted and requested to contact Legacy Bank regarding the frozen accounts and BFR funds.
13. Spallina contacted Eliot and stated he had spoken with Legacy and he was transferring the BFR account to Janet Craig of Oppenheimer Trust Co of New Jersey (which may not have been licensed in the State of Florida at the time) and stated Craig was also now in charge of three trusts established and funded in 2006, prior to Simon and his wife Shirley's deaths for Eliot's children.
14. Spallina stated that Craig was now Manager of BFR and would be paying the bills of BFR and the children's school bills from a new BFR account he had opened with Oppenheimer and that Legacy would be transferring the BFR funds to Oppenheimer.
15. Despite repeated requests to Spallina for the BFR account history from Legacy no account history was tendered to show how much money was in the account at the time they froze the account or at the time of Simon's death.
16. Spallina then told Eliot and Candice that Janet Craig was now appointed the Manager for BFR and was the Trustee for the children's three trusts at Oppenheimer despite his having no legal standing in BFR or the trusts.
17. The Manager of BFR was Simon until he died and then the operating documents for the company state the three Members, Eliot's children with Eliot and Candice as Guardians, would have to vote a new manager in when Simon died, this never occurred. Spallina who had no legal authority to direct a new manager did so in violation of law and in effect hijacked BFR.
18. Fully executed trust documents for these trusts have never been provided to Eliot and Candice and the trustees have acted WITHOUT EXECUTED DOCUMENTS.
19. Several weeks after transferring the funds to Oppenheimer from Legacy, Janet Craig stated the new BFR account was now out of funds.
20. Spallina and Tescher then directed Craig to begin using the children's school trust fund accounts held at Oppenheimer to pay the BFR bills and stated that when they got liquid cash in the estates and trusts of Simon and Shirley they would replace and replenish the trust accounts as needed.
21. When funds were running low in the children's trust funds Craig contacted Tescher and Spallina to replace the missing funds and they declined, the request by Craig came after Spallina and Tescher knew Eliot had filed criminal and civil actions against them.
22. Tescher and Spallina directed Craig to pay Saint Andrews school tuitions and other expenses from the trusts, while concealing the fact that the Saint Andrews bills for school were in Simon's name and had been paid for by Simon by years and thus should have been paid for from Simon's estate.
23. After learning of the fraudulent activity with Tescher and Spallina et al. in the Estates and Trusts of Simon and Shirley and allegations that the trusts she was Trustee for had elements of apparent fraud, Craig attempted to resign from the position of Manager of BFR and close the trust accounts and resign as Trustee.
24. Craig initially stated she was turning over the manager position of BFR and the Trustee position to Eliot Bernstein.
25. Craig then without notice to Eliot and Candice or consent from them, instead, at the direction of Tescher and Spallina, then turned over the manager position and records regarding BFR and the children's trusts to Theodore "Ted" Stuart Bernstein. The transfer in fiduciary taking place without a proper meeting with the BFR members to vote in a new manager as directed in the LLC's operating

agreement. This represents another illegal corporate hijacking of BFR by improper successor fiduciaries as Craig also nominated herself/Oppenheimer as Manager in violation of the terms of the LLC operating agreement.

26. Craig stated in an email to Eliot that Ted instead would now be responsible for the bills of BFR and had accepted his new role. Craig then sent Ted private and confidential account information and even his wife Deborah at one point.
27. Ted directed the bills be sent to him. For a few months, Ted paid some bills of BFR and then stopped paying all the bills with no warning to Eliot, causing lights to go off, homeowners insurance to lapse, health insurance to lapse and as Eliot was not listed on the BFR bills, Ted and Spallina et al. caused a mass of intentional harms against Eliot and his family in response to Eliot filing criminal and civil complaints against them.
28. Ted then months later stated after receiving all of this private and confidential information and acting on several of the BFR payable accounts that he was not the Manager of BFR, despite having acted in several instances as BFR's manager. He then claimed he knew nothing of Craig's transferring the title of Manager to him, despite letters between Craig, Spallina and Ted to the contrary, indicating that Ted had accepted the transfer of title from Craig.
29. I have already tendered information regarding this illegal transfer of fiduciary positions in BFR and the extortion of my family to Detective Miller at the West Palm Beach Sheriff office as part of his ongoing investigations.
30. That Craig was confronted by Walter Sahm for his interest and principal payment as an alleged mortgagor on the BFR home owned by the Bernstein children and Ted and Craig both did an about face and stated Craig was still the Manager of BFR.
31. After Craig was notified by copy of Eliot's motions in the Estate of Shirley and Simon in May of 2013 that alleged Spallina and Tescher et al. had forged and fraudulently altered and notarized documents and that Eliot was pursuing them civilly and engaging criminal authorities, Craig retained (using trust funds) Manceri, Tescher and Spallina, who all further conspired to misuse and misdirect trust funds, while fraudulently acting as Trustees and Counsel to BFR on knowingly legally void trust documents. Spallina, Tescher, Manceri and Oppenheimer all profiting off exacerbated legal fees and administration fees.
32. Craig then tried to resign again, this time trying to get Eliot to become Manager of BFR and Trustee of the children's trusts.
33. Eliot refused and demanded that Craig and Hunt Worth both contact authorities regarding information they had regarding the misuse of the trust and BFR funds alleged, as it was very similar to the information at the time regarding fraudulent documents in the Estates and Trusts of Simon and Shirley that were later proven involving Tescher, Spallina, Moran and Ted.
34. That Eliot demanded several times a full accounting of the trusts from their inception and all documents that the fiduciaries at Oppenheimer were acting under and all documents of prior fiduciaries, as all the documents tendered to Eliot and Candice appeared legally improperly executed or wholly missing signature pages and more. Oppenheimer refused to turn these overs to the beneficiaries and to date has not provided legally executed documents.
35. The trustees of these trusts are alleged to be all of the following, including but not limited to,

- a. Traci Kradish, Esq./CPA – Alleged original trustee, as indicated on Page 1 of the three trusts,
 - b. Steven Greenwald, Esq. – Alleged original trustee. The 3 trusts have conflicting statements on Page 3 Section 5.10, naming Greenwald as original trustee not Kradish who is named on Page 1.
 - c. Larry Bishens, Esq. – Alleged original named Successor Trustee to Steven Greenwald, Esq. as indicated on Page 3 Section 5.10 of the trusts,
 - d. Stanford Trust Company – Alleged Successor Trustee,
 - e. Oppenheimer Trust Company of New Jersey – Alleged Successor Trustee,
 - f. Oppenheimer Trust Company of Delaware – Alleged Successor Trustee,
 - g. Unknown, Successor to Oppenheimer of Delaware who resigned as Successor Trustee, to be determined by Judge Colin.
36. Craig then hired Stephen Lessne of Gray Robinson law firm to represent her/Oppenheimer as Manager of BFR (after Manceri resigned) in a lawsuit against BFR filed by the Creditor William Stansbury against Ted Bernstein and hired him to represent her as Trustee and Manager.
 37. Upon learning from court records that Lessne was retained and representing BFR and had replaced former counsel for BFR, Mark R. Manceri, Esq., who was hired by Tescher and Spallina and then resigned, Eliot and Candice contacted Lessne directly regarding his role as counsel in the children's trusts and their company BFR.
 38. Lessne misrepresented to Eliot and Candice that he was acting as counsel for BFR in the lawsuit that was between Theodore Bernstein, William Stansbury and the Estates and Trusts, indicating he represented the 3 members of BFR, the minor children.
 39. Lessne further misrepresented at first that he was counsel for the children's trusts representing the children's interests.
 40. Eliot and Candice then gave Lessne information regarding their legal strategies and other confidential and privileged information regarding investigations ongoing, etc.
 41. Lessne then suggested that Eliot and Candice take successorship as manager of BFR and as successor trustees for the children's trusts.
 42. Eliot and Candice refused and stated that Lessne should take legal action as counsel for BFR and counsel for the children to sue and investigate the actions of Spallina, Tescher, Theodore, Craig, Manceri and others involved for fraud, breaches of fiduciary duties and more.
 43. Lessne became irate at this suggestion and it was then that Eliot and Candice asked him again who exactly he was representing and who was paying for his services.
 44. Lessne after having acted as counsel for the Bernstein interests then revealed that he was not acting as counsel for BFR or the children and instead was actually retained and acting on behalf of the Trustee of the Trusts and Manager of BFR, Craig and Oppenheimer.
 45. Lessne did not disclose the truth of his representation until after taking highly confidential, sensitive and privileged information from Eliot and Candice under the guise that he represented the Bernstein family in these matters.
 46. Since Eliot and Candice refused to take successorship and demanded investigations of the trustees and managers Lessne instead filed a civil lawsuit attempting to have Oppenheimer discharged from

the children's trusts prior to any investigations, despite having information regarding the alleged fraudulent activity of his clients.

47. On October 20, 2014 in a hearing before Honorable Judge Martin Colin, Lessne tendered allegedly fraudulent documents to the Court, including the two forged and fraudulent trusts and one trust legally void as it has no signature pages.
48. The documents contain ALLEGED copies of the children's trusts, Exhibit A, Exhibit B and Exhibit C and at this time Lessne committed yet another fraud upon the court by submitting these into the record.
49. At the hearing when Lessne propounded the trust documents upon the Court that Oppenheimer was operating as Trustee under, it was discovered that,
 - a. initials on each page of each of the trusts are missing and that they are drafted for minors to initial,
 - b. SIGNATURE PAGES are wholly missing on the trust for Daniel Bernstein that Oppenheimer had been operating under,
 - c. that the named Trustee on Page 1 of the trust documents is alleged to be Traci Kratish, Esq. of Boca Raton, FL who the documents claim is a male, while factually she is a female, a CPA and Attorney at Law,
 - d. the named Trustee on Page 3 of the document then contradicts that Kratish is trustee as listed on Page 1 and claims that instead Steven I. Greenwald Esq. of Boca Raton, FL is Trustee and that successor to him would be Larry V. Bishins, Esq. of FL,
 - e. the trusts are alleged signed by Kratish at a time before her employment by Simon Bernstein and there is no date on the signature page, the alleged date of the document is on Page 1,
 - f. the second witness to the alleged signature of Kratish is an unknown.
50. That immediately after the initial Court hearing on October 20, 2014 Eliot, Candice and William Stansbury met with Traci Kratish, Esq. whereby Traci stated;
 - a. she had never seen the trust documents Exhibited herein before naming her as the initial trustee,
 - b. that she did not work for the Bernstein family at the time the trust document is allegedly signed by her as trustee,
 - c. that she was not the original trustee in the document and was only asked to be a trustee when the Stanford Trust Company was seized and only for a few days, due to the Sir Allen Stanford Ponzi scheme and need to transfer the funds.
 - d. Traci claims to have signed an acceptance letter at that time which is missing from the document production of Tescher and Spallina and then shortly thereafter signed a resignation transferring trusteeship to Oppenheimer.
 - e. that she never signed the trust documents as alleged in the documents and that they appeared forged and fraudulent.

51. That on December 12, 2014 Eliot and Candice, after learning of Traci's contentions contacted Steven I. Greenwald, Esq. This call took place soon after the meeting with Detective Miller and Detective Panzer of the Palm Beach County Sheriff Office. Greenwald stated;
- a. he had never acted as Trustee for any Bernstein family member,
 - b. he had no idea he was named in these three trusts as Trustee,
 - c. he had never and would never act as Trustee for any trusts of the Bernstein family due to the fact that his practice did not entail this type of work,
 - d. he had never signed any acceptance of Trusteeship letter,
 - e. he had never signed a resignation letter, and,
 - f. he had never accepted any trusteeship nor signed any documents or possessed any documents that named him as such.
52. Information shows that after Stanford Trust Company and Oppenheimer Trust Company were trustees for the accounts, Simon Bernstein had the beneficiaries and their guardians of multiple trusts he and Shirley had set up, transferred with his own private holdings to JP Morgan. See JP Morgan Receipt, Release, Refunding Agreements at the following URL @ <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/URL%20Exhibit%20Oppenheimer%20Criminal%20Complaint%20PBSO%20-%2020110906%20Receipt%20Release%20and%20Refunding%20Agreement%20Oppenheimer%20to%20JP%20Morgan.pdf>
53. It is alleged that the monies that were to have transferred to JP Morgan have been converted to improper parties and where Hunt Worth of Oppenheimer claimed to Eliot that if the money was transferred from Oppenheimer and then went into "limbo" on the way to JP Morgan that Oppenheimer could not be held liable.
54. Kratish stated to the Bernstein's and Stansbury that she was Trustee after Stanford Trust Company and after it was seized by Federal Authorities and then she resigned only days later and transferred Trusteeship to Oppenheimer.
55. Kratish stated she was not a part of any trust documents dating to the trusts inception, which occurred prior to her employment by Simon Bernstein and this would mean the trusts are wholly fraudulent and the signature pages are FORGED and FRAUDULENT.
56. Kratish has stated to the Bernstein's and Stansbury that she was asked to be a trustee after Stanford Bank was Trustee for a short time, only a couple of days, before transferring trusteeship to Oppenheimer Trust Company of New Jersey. Note there is no acceptance of Trusteeship for Kratish and her denial of being the original trustee confounds the alleged successorship story being advanced by Lessne and Oppenheimer.
57. It is alleged in the documents tendered by Spallina to the court, is part of yet another alleged fraud on the Court and beneficiaries using fraudulent documents.
58. Kratish submitted a Resignation of Trusteeship Letter on September 12, 2007 transferring trusteeship to Stanford Trust Company who allegedly accepts on November 14, 2007 as Successor Trustee, **see Exhibit E – Kratish Resignation Letter.**

59. Kratish would have had to resign as the initial trustee, or Greenwald, depending on who the alleged trustee is taken to be, as the document is legally defective in this regard. Then after they resigned, Larry Bishen's would have had to then refuse to be successor trustee as dictated by the terms of the alleged trust documents before transfer to Stanford could have occurred. After all of them resigned, which no records exist indicating such actions were taken in regard to these trusts, Stanford Trust Company would then have had to accept the position of trustee.
60. No documents exist indicating any of this happened and the documents tendered contradict the succession order and timeline, again making the trust documents appear wholly fraudulent.
61. On June 18, 2010 in documents allegedly tendered to the Palm Beach Court by Spallina on July 07, 2010, **see Exhibit F – Petitions to Appoint Successor Trustee**, Spallina then allegedly changed the Trustee from Stanford Bank to Oppenheimer. These documents are alleged to be signed by Eliot and Candice Bernstein.
62. Eliot and Candice **deny** having signed the Petitions to Appoint Successor Trustee documents and state they are forged and fraudulent. They have requested original documents be turned over for forensic inspection but have been refused by Spallina and Tescher.
63. It should be noted that in the thousands of pages of documents turned over to Eliot and the new Curator of the Estate, Benjamin Brown, Esq. and then the new PR/Executor of the Estate, Brian O'Connell by Tescher and Spallina upon Court Order, only one original signed document was present according to Benjamin Brown, Esq. Thus, it is believed that many original documents may have been intentionally and illegally destroyed by Spallina and Tescher and replaced with fraudulent and forged documents. See <http://www.iviewit.tv/20140602%20ESTATE%20FILES%20FROM%20BEN%20BROWN%20CURATOR%20DELIVERED%20TO%20HIM%20BY%20TESCHER%20AND%20SPALLINA.pdf> (243 MB) for the Tescher & Spallina production documents. Note that all documents are photocopies and original documents are presumed destroyed or concealed at this time.
64. Missing from the three children's trusts is the Stanford Trust Company acceptance of Successor Trustee Letter, which would have had to be tendered in the story being told, after Kratish/Greenwald/Bishens resigned and made Stanford trustee.
65. No Trust accountings were provided to beneficiaries as legally required upon the transfers of trusteeship as required by Statute by Stanford when accepting trusteeship or resigning.
66. No Trust accountings are present as required by Statute when allegedly either Traci Kratish or Steven Greenwald resigned and transferred trusteeship to Stanford or when Traci Kratish is alleged to have transferred the trusteeship to Oppenheimer.
67. Palm Beach County Sheriff investigators have already proven,
 - a. FRAUDULENT NOTARIZATIONS in the Estate of Shirley,
 - b. ADMITTED FORGERY of six individuals names, including a Post Mortem forgery of Simon's name and Eliot's signature by the arrested Notary Public/Legal Assistant, Kimberly Moran of the law firm Tescher & Spallina, PA, and
 - c. ADMITTED ALTERATION OF A TRUST DOCUMENT by Robert Spallina, Esq. whereby he admitted to personally altering a Trust document in the Shirley Bernstein Trust (Post

Mortem by several years) that materially altered beneficiaries and caused loss of hundreds of thousands of dollars to certain beneficiaries.

All of these crimes directly benefited Spallina, Tescher and their legal client Ted Bernstein (who had been disinherited from the Estates and Trusts of both of his parents) and without Spallina and Tescher's efforts to change beneficiaries, Ted's family would have received nothing.

68. That it has also been now proven that fraudulent and forged documents were then perpetrated as part of a FRAUD on the Palm Beach County Probate Court by Tescher and Spallina and therefore all documents contained in the production documents already exhibited/linked herein or that emanate from Tescher & Spallina, PA, Moran, Manceri, Rose and the other attorneys at law they engaged for various representations in these matters that were posited with the Court are all presumed at this time to be fraudulent.
69. The legal validity and authenticity of all the documents in the production are questionable at best and it should be noted that the documents produced were after Tescher and Spallina had learned they were under investigation in multiple state and federal, civil and criminal, legal actions. The documents only then were tendered to beneficiaries after a Court Order by Judge Colin.
70. That Ted Bernstein is alleged to have witnessed the alleged Kratish resignation document with Simon Bernstein and Diana Banks (Simon's personal assistant) who is alleged to have notarized such document.
71. Judge Martin Colin allegedly signed and ordered the change in Trustee propounded on him by Spallina and Tescher that alleges Eliot and Candice were transferring the trusteeship from Stanford to Oppenheimer as guardians and may have been unaware that the documents were part of a fraudulent scheme.
72. Eliot and Candice state they never signed the attached Petition to Appoint Successor Trustee documents in **Exhibit F**. Most interesting is that the change in Trusteeship forms submitted to the Court by Tescher & Spallina, PA were filed with no copies of executed trust documents for Judge Colin to review in order to determine if the transfer of trusteeship he was approving was legal under the terms of the trusts, which it now appears not to be.
73. Had the trusts been submitted for review with the Petitions, Judge Colin most certainly would have noticed that the trust documents were not properly executed, had inconsistent trustees and that Daniel's trust document is missing signature pages entirely.
74. That the Petition and other documents filed by Tescher and Spallina to change trustee appear yet another series of fraudulent documents submitted to the Palm Beach County Courthouse, acting as yet another FRAUD ON THE COURT and FRAUD ON THE BENEFICIARIES (the three minor children) committed by Tescher and Spallina et al. These frauds appear similar to the frauds Tescher and Spallina's law firm have already done and admitted to in the Estate and Trust cases of both Simon and Shirley.
75. That the account statements that funds were withdrawn from, **Exhibit G – Oppenheimer/Stanford Account Statements**, that funds are withdrawn from at Oppenheimer come from accounts owned by trusts titled,
 - a. Simon Bernstein Irrevocable Trust U/A 9/7/06 FBO Joshua Z Bernstein

- b. Simon Bernstein Irrevocable Trust U/A 9/7/06 FBO Jake Bernstein
- c. Simon Bernstein Irrevocable Trust U/A 9/7/06 FBO Daniel Bernstein

76. However, the trusts Oppenheimer submitted to the Court and operated under to take funds are titled,

- a. Trust Agreement for the Joshua Z. Bernstein Irrevocable Trust dated September 7, 2006 (Exhibit A)
- b. Trust Agreement for the Jake Bernstein Irrevocable Trust dated September 7, 2006 (Exhibit B)
- c. Trust Agreement for the Daniel Bernstein Irrevocable Trust dated September 7, 2006 (Exhibit C).

77. Therefore, it appears that improper trust documents for different titled trusts for Simon and the children appear supplanted or wholly fraudulently created and then used to gain Dominion and Control of Oppenheimer accounts by the alleged Trustees, using these forged and fraudulent documents. This was done while making other trusts for the children disappear, which were supposed to have been transferred from Oppenheimer over a year prior to Simon's death to JP Morgan and at this time remain unaccounted for.

78. That Lessne was contacted by Eliot on October 27, 2014 to turn over documents and records in his possession as his client Oppenheimer has resigned as Trustee and left the trusts abandoned, see <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20141027%20Letter%20to%20Lessne%20Oppenheimer%20Demanding%20Records.pdf> Eliot requested documents so that Eliot could attempt to find a successor trustee as ordered by the Court, in the letter Lessne claims not to have completed and executed trusts for any of the children and that everything was already tendered to Eliot and Candice.

79. That Lessne contacted Eliot on October 31, 2014 and stated he had tendered the records already to Eliot, see <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20141031%20Lessne%20Oppenheimer%20Letter%20to%20Eliot%20Regarding%20Documents%20Requested.pdf> .

80. Prior submission to PBSO included information regarding how these trusts and the illegal takeover of BFR have further been misused to extort Eliot's family. Court filings have also been turned over to your office regarding the extortion matters.

All exhibited URL's are hereby incorporated by reference in entirety herein and listed in **Exhibit H**.

We informed both Traci Kratish and William Stansbury that your office may contact them in regard to the investigation of these matters. I checked with Mr. Stansbury and he did not recall having spoken or being contacted by Detective Miller in the past or receiving a call from PBSO regarding any of the ongoing or completed investigations.

PRIOR ADMITTED CRIMINAL FRAUD BY ROBERT SPALLINA, ESQ. and DONALD TESCHER, ESQ.

81. Robert Spallina admitted to PBSO that after discussing changing beneficiaries post mortem with his partner, he fraudulently altered a document in the Shirley Trust to change beneficiaries to improper parties and then convert assets of the Trust to improper parties causing damages to the true and proper beneficiaries.
82. Spallina and Tescher sent these documents to other Attorneys at Law and others via mail and wire as part of the fraud they were committing to benefit their legal client Ted Bernstein, to the disadvantage of the true and proper beneficiaries.
83. According to PBSO records, Spallina consulted with his partner Tescher (both acting as Co-Trustees/Co-Personal Representatives/Counsel in Simon's Estate and Trusts and as counsel to Ted as an ALLEGED fiduciary in Shirley's Estate and Trusts) and knew that legally they could not change Shirley's beneficiaries of her Irrevocable Trust, so they decided to alter documents and Spallina admitted that he was the one who made the actual fraudulent alterations. Their law firm tendered the documents to various parties to facilitate the fraud and then make fraudulent conversions for over \$1,500,000.00.
84. Spallina's confession came after he claimed to Judge Colin that the only fraudulent documents he was aware of were those committed by his Legal Assistant/Notary Public Kimberly Moran, despite the fact that at the time he had already fraudulently altered a trust document and thus concealed this from Judge Colin and only later confessed to PBSO.
85. Spallina's confession is marred with perjured statements to PBSO and his statements appear now to have been to attempt to further perpetrate and cover up the crimes being investigated and he and his partner Tescher's direct involvement in the crimes.
86. That this fraud to change the beneficiaries and fiduciaries through fraudulent documents has damaged beneficiaries financially in an amount no less than \$1,600,000.00 and the conversion of the monies directly benefited Spallina, Tescher, Manceri, Ted, Rose and others despite Spallina's claims to PBSO that he did not benefit from the crimes.
87. In fact, Spallina and Tescher billed legal time for their creation and dissemination of fraudulent documents to various parties and even billed for the time at PBSO to confess the crimes and are believed to have shared in the profits from the stolen assets of the estates and trusts.
88. That these crimes and the attempts to cover them up have already caused, in addition to the direct financial damages suffered by beneficiaries, collateral damages and costs to many other parties, including but not limited to,
 - a. The State of Florida Court System,
 - b. Judge Martin Colin's court,
 - c. William Stansbury,
 - d. The Florida Governor Rick Scott's Notary Public Division,
 - e. The Palm Beach County Sheriff Department,
 - f. The Florida State Attorney Office,
 - g. Tripp Scott Law Firm,

INSURANCE FRAUD/FRAUD ON A US FEDERAL COURT/BANK FRAUD/TRUST COMPANY FRAUD/FRAUD
ON BENEFICIARIES/INTERSTATE MAIL AND WIRE FRAUD

89. I have filed already information regarding the alleged insurance fraud and crimes relating to that crime with PBSO already. It was determined by PBSO that I should contact the Jacksonville, Illinois Police Department regarding this crime, as it was claimed that it was their jurisdiction due to the fact that the fraudulent documents were sent by Tescher and Spallina to the insurance carrier Heritage Union Life in Jacksonville.
90. That after contacting the Jacksonville PD, I was questioned as to why PBSO was not investigating the crime and then told to contact the Federal Bureau of Investigation.
91. Upon contacting the FBI, they too asked why PBSO was not investigating the crime and I again stated that according to Detective Miller this was out of their jurisdiction. The FBI then took a telephone interview and we are awaiting hearing back regarding this.
92. At our meeting December 12, 2014, Detective Miller stated that he was going to contact the Federal Authorities and see what he could do to either intervene and investigate the matters or aid their efforts.

Conclusion

With the admission by Robert Spallina of his and his partner Tescher's alteration of trust documents, the initial Kimberly Moran story of a one off set of documents done to "help" the Bernstein family, we find that whole story to be a lie. Spallina, during the investigation of Moran stated he was unaware of her actions and then and only under investigation did he contradict himself and state that he also had altered documents personally as part of the larger fraud to change beneficiaries and more importantly seize Dominion and Control of the Estates and Trusts through implanting he, his partner and Ted Bernstein as fiduciaries.

With the discovery of the alleged fraudulent trusts for my three minor children the story told by Spallina to your offices that he was unaware of anything else illegal in the Estates and Trusts now appears to have failed to include the fraud he and his partner Tescher are alleged to have committed against my three minor children's trusts set up by Simon and Shirley and the alleged insurance fraud whereby he fraudulently filled out a claim form. Perhaps it is time for the PBSO to formally arrest Spallina and Tescher and begin charging them with the crimes that they have admitted to and seizing all their records for further evidence of the frauds.

EXHIBIT A

JOSHUA OPPENHEIMER TRUST

TRUST AGREEMENT
FOR THE
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

EXHIBIT B

TRUST AGREEMENT
FOR THE
JAKE BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
JAKE BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Jake Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JAKE BERNSTEIN.

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (1/2) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a

beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which

it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any

manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations

obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

**ARTICLE 8
SUBCHAPTER S STOCK**

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) **Trustees.**

- (1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.
- (2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) **Internal Revenue Code Terms.**

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

- (3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

- (1) Distributions that are to be made to a person's descendants, per stirpes, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) **Removal of a Trustee for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.
- (4) The words *will* and *shall* are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word *may* means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

- (a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
- (b) A **special power of appointment** is any power that is not a general power.
- (c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
- (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Joseph M. Johnson
[Signature]

[Signature]
Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Traci Kratish, P.A.

Joseph M. Johnson
[Signature]
Two witnesses as to Traci Kratish

[Signature] FOR TRACI KRATISH, P.A.
[Signature] PRESIDENT
Traci Kratish, President

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

TRUST AGREEMENT
FOR THE
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Joshua Z. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JOSHUA Z. BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her

approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process,

bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

**ARTICLE 8
SUBCHAPTER S STOCK**

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10 ADMINISTRATION AND CONSTRUCTION

10.1 **Rules for Distributions.** In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

- (1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.
- (2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

- (3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

- (1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) **Removal of a Trustee for cause** includes, without limitation, the following: the willful or negligent *mismanagement of the trust assets* by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or *serious misdemeanor*; an act of theft,

dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

- (a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
- (b) A **special power of appointment** is any power that is not a general power.
- (c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
- (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Executed as of the date first written above.

Signed in the presence of:

Joseph M. Johnson
JM

Two witnesses as to Simon Bernstein

SETTLOR

[Signature]
Simon Bernstein

Signed in the presence of:

Joseph M. Johnson
JM

Two witnesses as to Traci Kratish

TRUSTEE

Traci Kratish, P.A.

[Signature] FOR TRACI KRATISH, P.A.
[Signature] AS PRESIDENT

Traci Kratish, ~~Esq.~~, President

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXHIBIT B

JACOB OPPENHEIMER TRUST

EXHIBIT C

DANIEL OPPENHEIMER TRUST

EXHIBIT C

TRUST AGREEMENT
FOR THE
DANIEL BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
DANIEL BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Daniel Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, DANIEL BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

1

INITIALS _____
DANIEL BERNSTEIN IRREVOCABLE TRUST

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

**ARTICLE 6
PROTECTION OF INTERESTS**

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

**ARTICLE 7
FIDUCIARY POWERS**

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment

funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform

Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all

rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise those powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

**ARTICLE 8
SUBCHAPTER S STOCK**

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) **Trustees.**

- (1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.
- (2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) **Internal Revenue Code Terms.**

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

- (3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

- (1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a *per stirpes* basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A *written certificate* executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.
- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and **mean**, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

- (a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
- (b) A **special power of appointment** is any power that is not a general power.
- (c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
- (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXHIBIT D

BLANK NO EXHIBIT

EXHIBIT E

Traci Kratish, Esq. September
12, 2007 Resignation Letter

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.


Executed as of the date first above written.

Signed in the presence of:

Witnesses:


Print Name: Simon Bernstein

TRACI KRATISH, P.A., as trustee

By: 
Traci Kratish, its President


Print Name: AEO Benjamin

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.



Diana Banks
Commission #DD318472
Expires: May 11, 2008
Bonded Through
Atlantic Bonding Co., Inc.


Notary Public

My commission expires: May 11, 2008

Personally known OR Produced Identification _____
Type of identification produced: _____

EXHIBIT F

Petition to Appoint Successor Trustee

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of JAKE BERNSTEIN, the minor beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

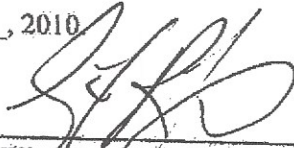
1. The JAKE BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").
2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Eliot Bernstein and Candice Bernstein as parents and natural guardians of the Trust's beneficiary, Jake Bernstein, a minor born on January 1, 1999, desire to exercise Jake Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

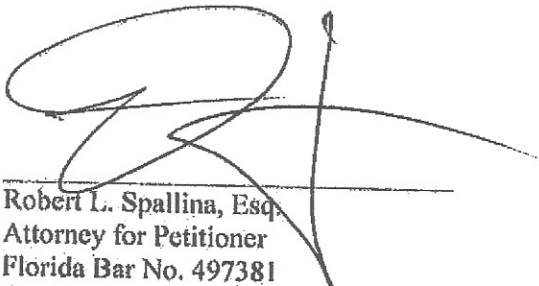
Signed on June 18, 2010



Eliot Bernstein, Petitioner



Candice Bernstein, Petitioner



Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Teschler & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

502010 CP003128XXXXJB

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of JOSHUA Z. BERNSTEIN, the minor beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

2010 SEP - 7 30
SIMON BERNSTEIN
PALM BEACH COUNTY PROBATE

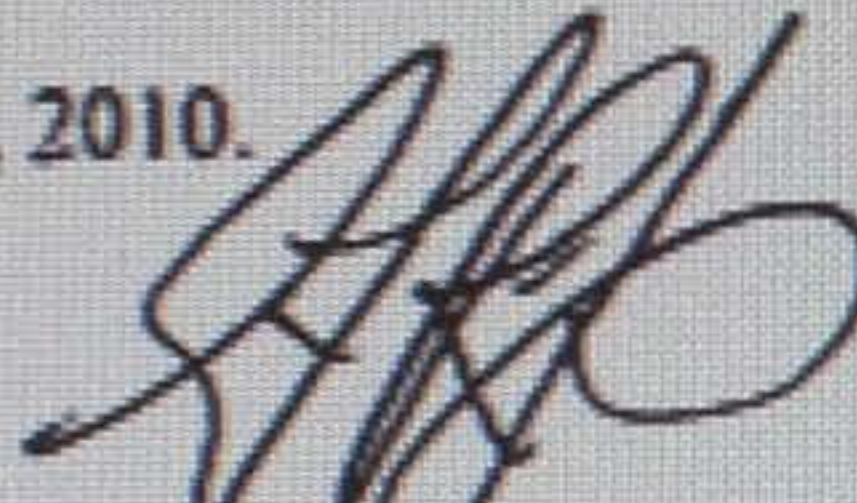
1. The JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").
2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Eliot Bernstein and Candice Bernstein as parents and natural guardians of the Trust's beneficiary, Joshua Z. Bernstein, a minor born on August 27, 1997, desire to exercise Joshua Z. Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

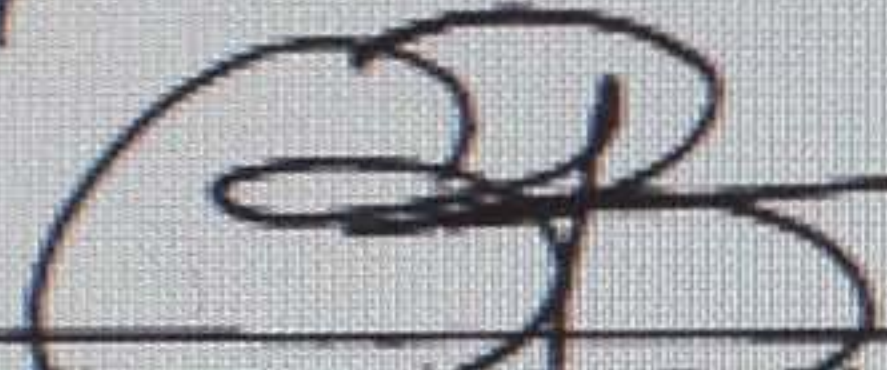
WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

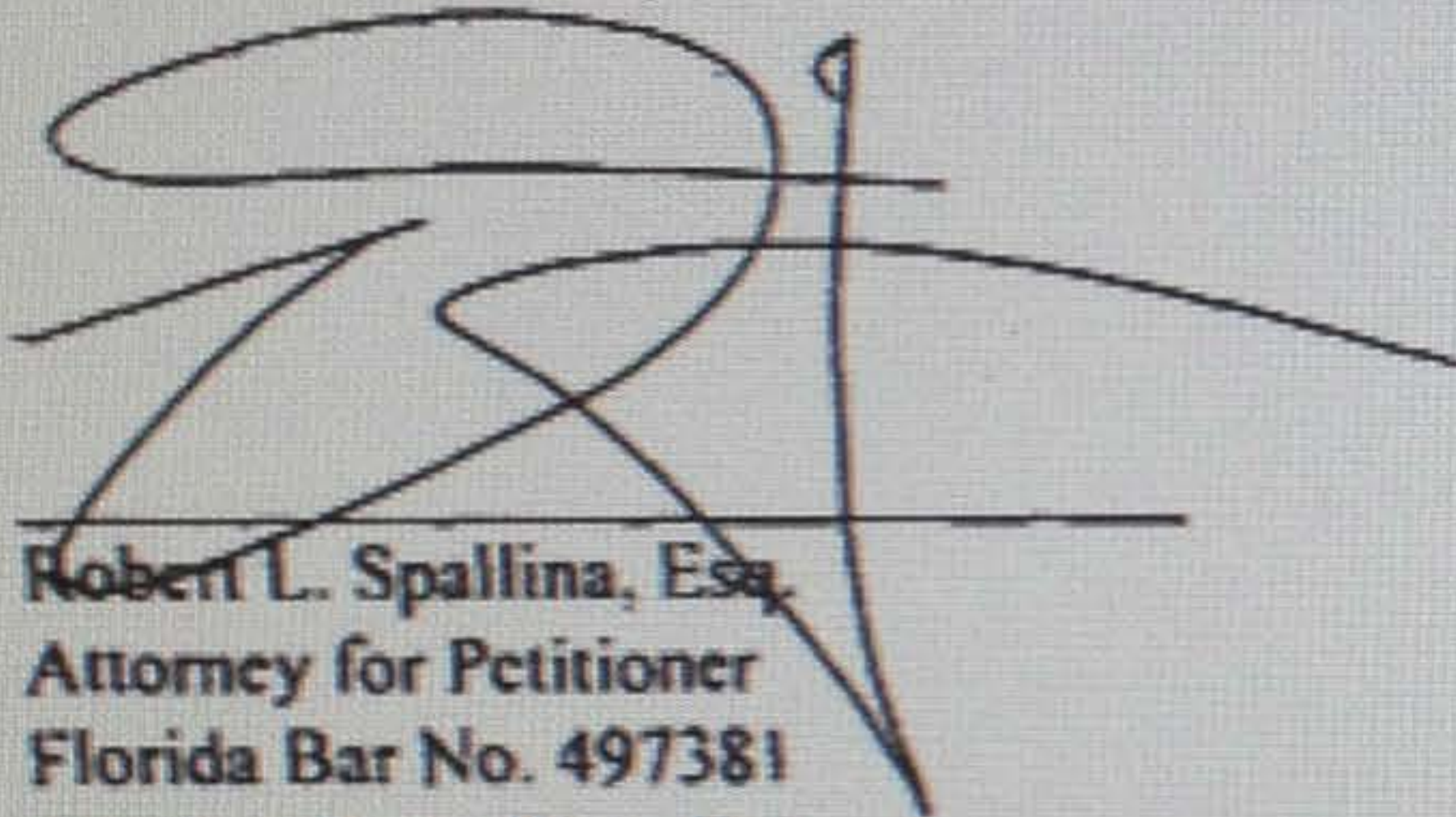
Signed on June 19, 2010.



Elic Bernstein, Petitioner



Candice Bernstein, Petitioner



Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

502010CP00 3123XXXXSB

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of DANIEL BERNSTEIN, the minor beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The DANIEL BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").
2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Eliot Bernstein and Candice Bernstein as parents and natural guardians of the Trust's beneficiary, Daniel Bernstein, a minor born on November 26, 2002, desire to exercise Daniel Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

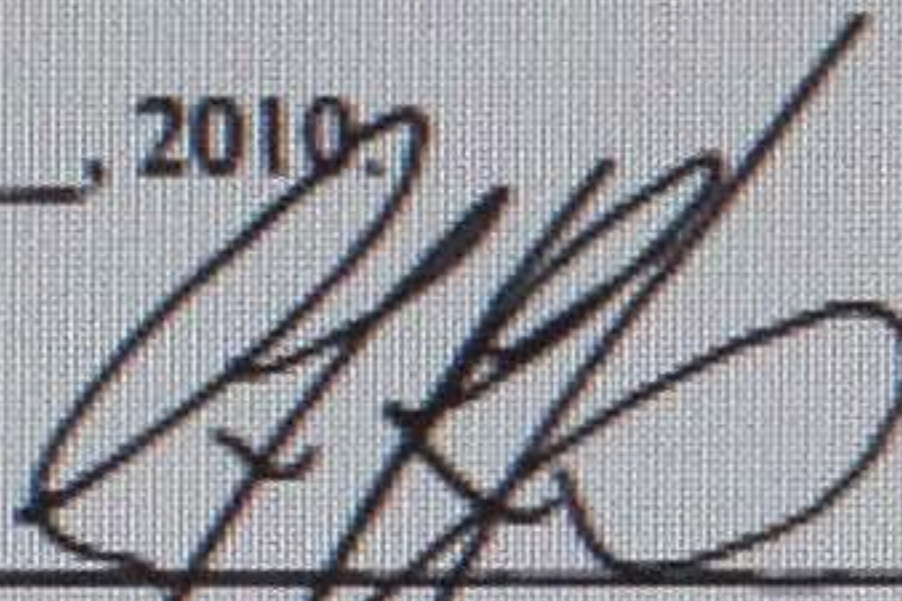
2010 JUL 7 AM 9:10
SHARON
PALM BEACH
SOUTH COUNTY PROBATE COURT

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

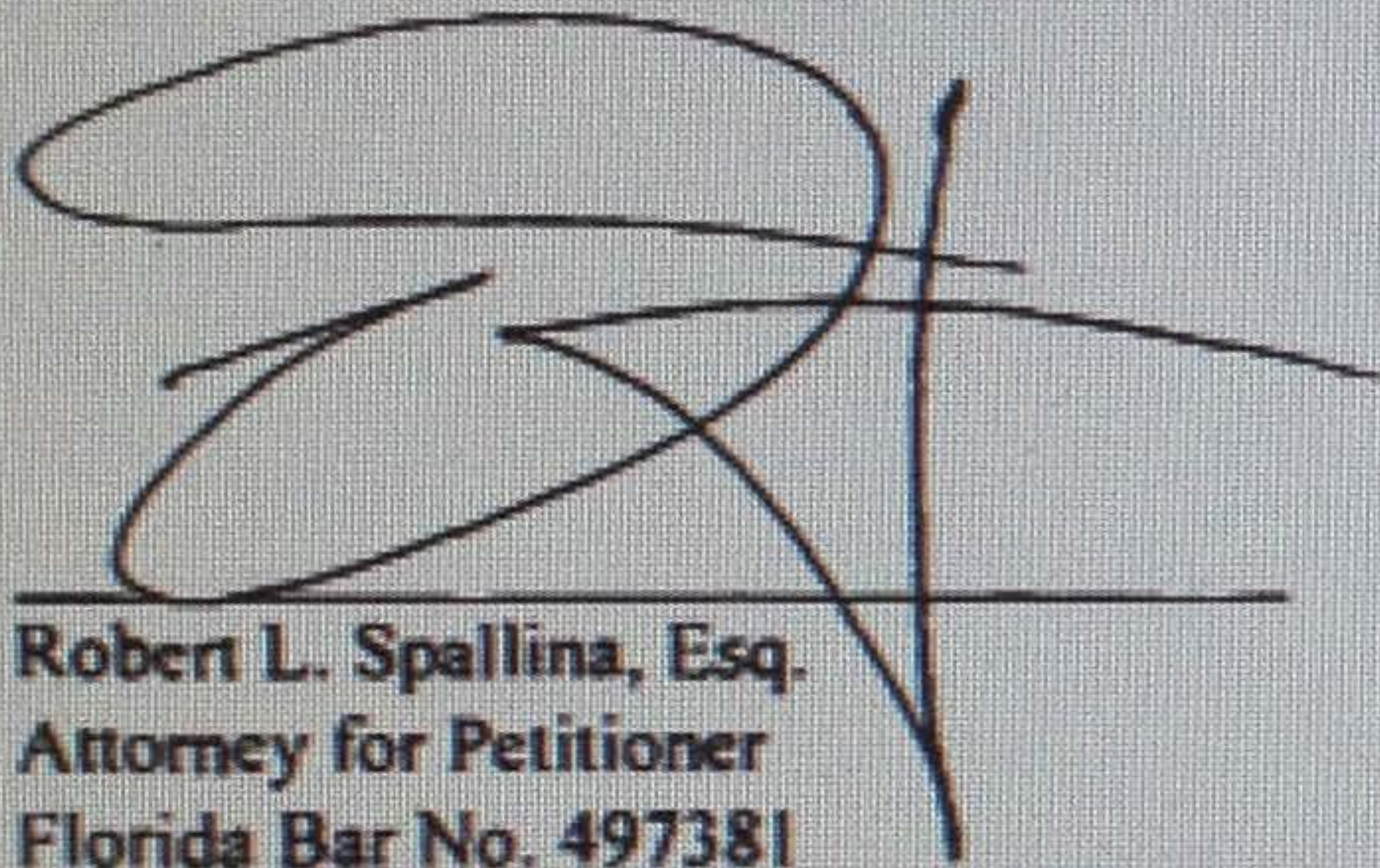
Signed on June 19, 2010.



Eliot Bernstein, Petitioner



Candice Bernstein, Petitioner



Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

2010 JUL -7 AM 9:
SHARON R. B...
PALM BEACH CO. CL...
SOUTH CITY BRANCH...
502010CP003125XXX

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of JAKE BERNSTEIN, the minor beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

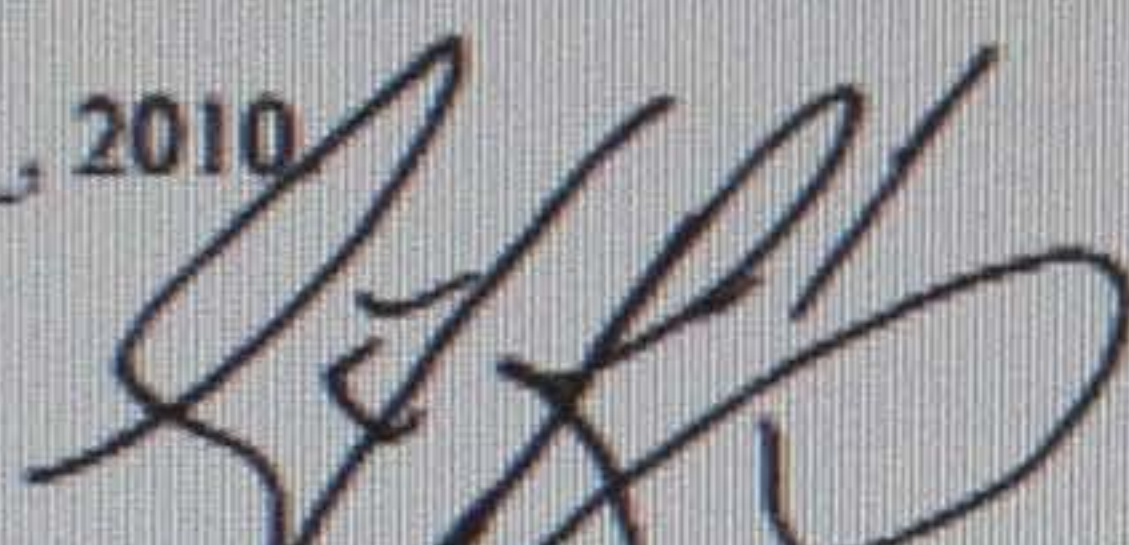
1. The JAKE BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").
2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Jake Bernstein, a minor born on January 1, 1999, desire to exercise Jake Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

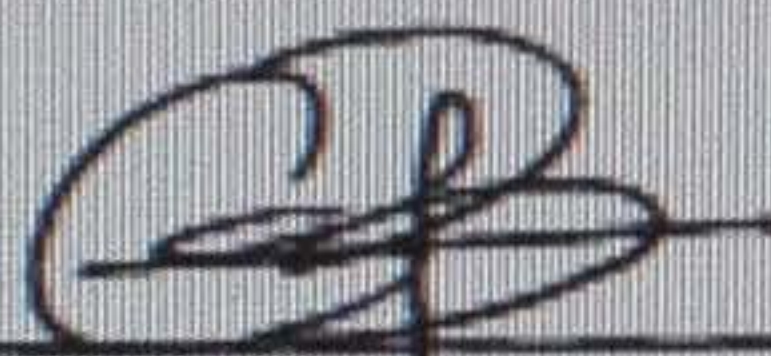
WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

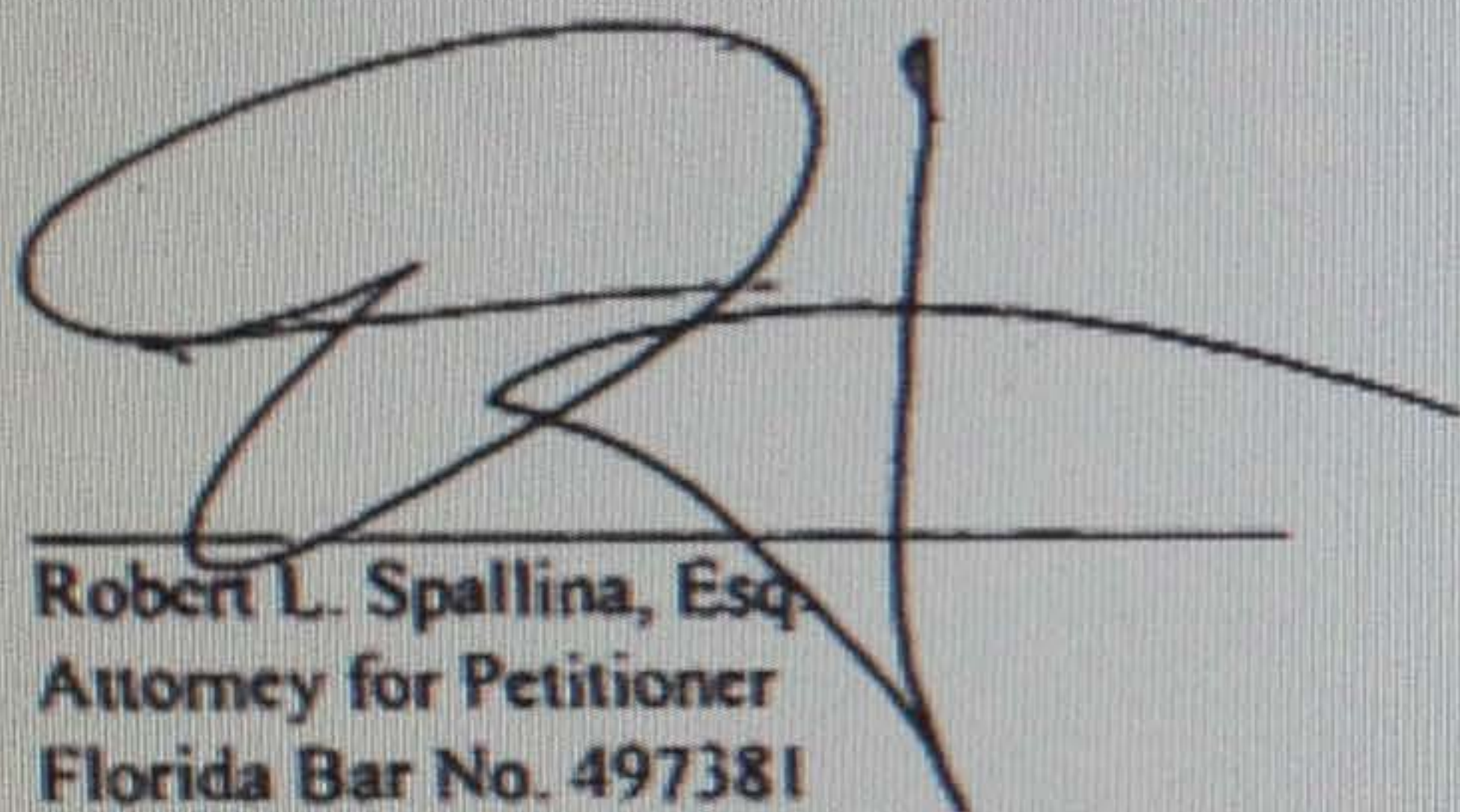
Signed on June 18, 2010



Eliot Bernstein, Petitioner



Candice Bernstein, Petitioner



Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Teschler & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308



EXHIBIT G

Oppenheimer / Stanford Account Statements

For the Account of: **SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06**
FBO JOSHUA Z BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Account Number: 21 00 0916 0 01
Date: SEPTEMBER 30, 2010

Name of Trust?



This address is two years old
at that time?

JOSH BERNSTEIN
C/O ELIOT AND CANDACE BERNSTEIN
39 LITTLE AVENUE
RED BLUFF CA 96080

02314



For the Account of: **SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06**
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Account Number: 21 00 0917 0 03
Date: DECEMBER 31, 2011

Name of Trust?



This address is two years old
at that time?

JAKE BERNSTEIN
C/O ELIOT AND CANDACE BERNSTEIN
2753 N.W. 34TH ST
BOCA RATON FL 33434-3459

02315



For the Account of: **SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06**
FBO DANIEL BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Account Number: 21 00 0918 0 01
Date: SEPTEMBER 30, 2010

Name of Trust?



This address is two years old
at that time?

DANIEL BERNSTEIN
C/O ELIOT AND CANDACE BERNSTEIN
39 LITTLE AVENUE
RED BLUFF CA 96080

02316





STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for **The Joshua Z. Bernstein
Irrevocable Trust**
STBR10049

Table of Contents

Account Summary	1
Asset Detail	2
Transaction Summary	6
Transaction Detail	7
Pending Trades	15

Please visit our website @ www.stanfordtrustco.com

Josh Bernstein
c/o Eliot & Candice Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Jake Bernstein
Irrevocable Trust
STBR10050

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Account Summary	1
Asset Detail	2
Transaction Summary	6
Transaction Detail	7
Pending Trades	15

Please visit our website @ www.stanfordtrustco.com

Jake Bernstein
c/o Eliot & Candice Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Daniel Bernstein
Irrevocable Trust
STBR10045

Table of Contents

<i>Account Summary</i>	<i>1</i>
<i>Asset Detail</i>	<i>2</i>
<i>Transaction Summary</i>	<i>6</i>
<i>Transaction Detail</i>	<i>7</i>
<i>Pending Trades</i>	<i>15</i>

Please visit our website @ www.stanfordtrustco.com

Daniel Bernstein
c/o Eliot & Candice Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519

EXHIBIT H

URLS LISTED HEREIN

1. Oppenheimer Lawsuit @ www.iviewit.tv/
2. Eliot and Candice Bernstein Counter Complaint to Oppenheimer Lawsuit @ www.iviewit.tv/
3. Oppenheimer Lessne documents to Court @ www.iviewit.tv/
4. Tescher & Spallina, PA Production Documents @ www.iviewit.tv/
5. Final Accounting Submitted by Oppenheimer @ www.iviewit.tv/
6. Eliot Email requesting documents to Oppenheimer @
7. Lessne/Oppenheimer Email Regarding the Documents @ www.iviewit.tv
- 8.