**TRUSTS, WILLS & ESTATE CORPORATE ENTITIES**

1. **SPALLINA & TESCHER COURT ORDER TO TURN OVER ALL RECORDS TO SUCCESSOR CURATOR BENJAMIN BROWN @** [**http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf**](http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf)

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1. **SIMON TRUSTS**
2. [May 20 2008 Simon Bernstein Revocable Trust](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520SimonBernstein2008REVOCABLETRUSTDeliveredByBenBrownOn20140506.pdf)
	1. Original - Nonexistent
	2. Copy - Yes - Not Turned Over until TS Production
	3. Copy Stolen From Estate by Alan Rose - "Simon L. Bernstein Trust Agreement dtd 5-20-2008 - duplicate original 2 and Simon L. Bernstein Trust Agreement dtd 5-20-2008 - duplicate original and Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012 - original from T&S"
	4. Beneficiaries of Trust: Marital Trust, Family Trust and Eliot Bernstein Family Trust, Jill Iantoni Family Trust and Lisa Friedstein Family Trust.
		1. Beneficiaries of Personal Property through Trust and Will are Ted, Pam, Eliot, Lisa and Jill.
	5. Insurance Related – Yes
	6. Insurance Language
		1. "ARTICLE I. DURING MY LIFE AND UPON MY DEATH - D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned “"Death Costs,"" the Trustee shall hold the trust according to the following provisions.
		2. ARTICLE III. GENERAL - J. Other Beneficiary Designations. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.
		3. ARTICLE IV. FIDUCIARIES - A. Powers of the Trustee. 12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies."
	7. 2008 Simon Trust Language Regarding Shirley Property Added –
		1. ARTICLE I. DURING MY LIFE AND UPON MY DEATH - A. Rights Reserved. I reserve the right (a)to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. **However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.**
		2. 2012 Simon Amended & Restated Trust Language –
			1. ARTICLE I. DURING MY LIFE AND UPON MY DEATH - A. Rights Reserved. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.
			2. Note the language from the 2008 Simon Trust that cannot be revoked, modified or amended is wholly removed and thereby revoked in the ALLEGED 2012 Amended Trust document. This further is an attempt to change the beneficiaries of Shirley’s Trusts and modify the Shirley Trust distributions illegally."
	8. Language Regarding Trustees
		1. "ARTICLE IV. FIDUCIARIES C. Appointment of Successor Trustee. 1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, **I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SHIRLEY and WILLIAM E. STANSBURY (""BILL"")**, or either of them alone if the other is unable to serve, shall serve as successor co-Trustees or Trustee as the case may be.”
		2. ARTICLE IV. FIDUCIARIES C. Appointment of Successor Trustee. 3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

**A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust.** The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars."

* 1. Beneficiary Language
		1. "ARTICLE III. General E. Definitions. In this Agreement, Children, Lineal Descendants. The terms **""child,"" ""children"" and ""lineal descendant"" mean**...**Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN (""TED"") and PAMELA B. SIMON (""PAM""), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me...”**
		2. “D. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me, I. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and **their spouses;**

Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes.* Any assets allocated under this Subparagraph IID. **to my children (as that term is defined under this Trust)**, shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by me as grantor on even date herewith (the *"Family Trusts"* which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II.E. below. **Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "beneficiary,'' with their separate trusts to he administered as provided in Subparagraph II.E**. below.

* + 1. E. Trusts for Beneficiaries. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons;

1. for his or her lineal descendants then living, per stirpes; or

2. if he or she leaves no lineal descendant then living, per stirpes for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

* 1. Language Regarding Power of Appointment
		1. D. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

I. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

* 1. Problems with the 2008 Simon Trust –
		1. This Trust was secreted until 2014 and was not sent to any beneficiaries with the alleged Amended and Restated Trust done allegedly 48 days before Simon’s death, in violation of Probate and Trust Rules and Statutes. Illegally Modified when allegedly Amended to attempt to change Shirley distributions that Simon received to benefit Ted by Ted’s counsel.
		2. Ted is prohibited by Language of Trust from being fiduciary.
		3. Stansbury not Ted is Successor.
		4. Link to Document <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520SimonBernstein2008REVOCABLETRUSTDeliveredByBenBrownOn20140506.pdf>
	2. Trusts Created Under Simon Trust for Beneficiaries
		1. [Eliot Family Trust](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520%20Eliot%20Bernstein%20Family%20Trust.pdf)
			1. Original – Nonexistent
			2. Copy – Yes
			3. Beneficiaries – Eliot Bernstein & Eliot Bernstein Family
			4. Beneficiary Language
				1. ARTICLE I. TRUST ADMINISTRATION - C. Trusts for ELIOT BERNSTEIN and my Lineal Descendants. The Trust shall be administered as follows for its beneficiaries:

**1. Initial Beneficiary. My son, ELIOT BERNSTEIN, shall be the first principal beneficiary of the Trust.**

* + - 1. Insurance Language
				1. ARTICLE I. TRUST ADMINISTRATION A. Additions, Substitutions and Trust Irrevocable. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (i.e., without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.
			2. This trust is the 1/3rd Beneficiary of the 2008 Shirley and Simon Trusts and at Shirley death her Trust became Irrevocable with this Beneficiary Designation.
			3. URL DOCUMENT

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520%20Eliot%20Bernstein%20Family%20Trust.pdf>

* + 1. Jill Family Trust
			1. Original – Nonexistent
			2. Copy – Unknown
			3. This trust is the 1/3rd Beneficiary of the 2008 Shirley and Simon Trusts and at Shirley death her Trust became Irrevocable with this Beneficiary
		2. Lisa Family Trust
			1. Original – Nonexistent
			2. Copy – Unknown
			3. This trust is the 1/3rd Beneficiary of the 2008 Shirley and Simon Trusts and at Shirley death her Trust became Irrevocable with this Beneficiary
1. [May 20 2008 Simon Bernstein Irrevocable Trust Wilmington](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520SimonBernstein2008IRREVOCABLETRUSTdeliveredByBenBrownOn200140506.pdf)
	1. Original – Nonexistent
	2. Copy – Yes
	3. Insurance Related – No
	4. Beneficiaries – Simon Bernstein Trust dated May 13, 2008 and presumably the Eliot Family Trust, Jill Family Trust & Lisa Family Trust are the beneficiaries of that trust.
	5. Beneficiary Language
		1. SECTION I: DISTRIBUTION. B. On Trustor's Death. On Trustor's death, Trustee shall distribute the trust fund to such person or persons, other than Trustor, Trustor's creditors, Trustor's estate, and the creditors of Trustor's estate, in such manner and amounts, and on such terms, whether in trust or otherwise, as Trustor effectively appoints by specific reference hereto in his Will. However, Trustor may, from time to time, release this special power of appointment, in whole or in part, by a written instrument delivered to Trustee during his lifetime. On Trustor' s death, Trustee shall distribute the remaining assets of this Trust to the then serving Trustee of the **SIMON L. BERNSTEIN TRUST AGREEMENT dated May 13. 2008**, as may be amended and restated from time to time, to be held and administered as provided thereunder.
	6. Simon Bernstein Trust Agreement dated May 13, 2008
		1. Original – Nonexistent
		2. Copy – Nonexistent
		3. Beneficiaries – Unknown
		4. Beneficiary Language - Unknown
		5. Referenced in Wilmington Trust 088949-000 May 20, 2008 Simon L. Bernstein Irrevocable Trust
		6. Language Regarding this Trust under the May 20, 2008 Simon Bernstein Irrevocable Trust –
			1. B. On Trustor's Death. On Trustor's death, Trustee shall distribute the trust fund to such person or persons, other than Trustor, Trustor's creditors, Trustor's estate, and the creditors of Trustor's estate, in such manner and amounts, and on such terms, whether in trust or otherwise, as Trustor effectively appoints by specific reference hereto in his Will. However, Trustor may, from time to time, release this special power of appointment, in whole or in part, by a written instrument delivered to Trustee during his lifetime. On Trustor's death, Trustee shall distribute the remaining assets of this Trust to the then serving Trustee of the **SIMON L. BERNSTEIN TRUST AGREEMENT dated May 13. 2008**, as may be amended and restated from time to time, to be held and administered as provided thereunder.
	7. Problems
		1. Claim that trust was closed but closing documents provided do not match other documents
		2. This Wilmington trust accounting is all missing and there was 3+M in monies here shortly before Simon died.
		3. Stansbury Trust Protector
		4. Where is Simon Trust dated May 13, 2008????
2. [Simon 2012 Amended & Restated Trust](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%205%20-%202012%20Simon%20L.%20Bernstein%20Amended%20and%20Restated%20Trust%20Agreement.pdf)
	1. Original – Nonexistent
	2. Copy – Yes
	3. Copies Stolen from Estate of Simon by Alan Rose - "Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012 - duplicate original and Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012 - duplicate original 2"
	4. Beneficiaries of Trust – **Either**, The Eliot Family Trust, Jill Family Trust & Lisa Family Trust and the children of Eliot, Jill and Lisa = 6 Grandchildren **or** 10 Grandchildren but there are no 10 Grandchildren Trusts held thereunder in the Simon Trust as they are alleged to be. However, the Family Trusts were held thereunder in the 2008 Trust and may still be part of the 2012 as the only trusts held thereunder.
		1. Beneficiaries of Personal Property through Trust and Will are Ted, Pam, Eliot, Lisa and Jill.
	5. Insurance Related – Yes
	6. Insurance Language
		1. C. Upon My Death. Upon my death the Trustee shall collect and add to the trust all **amounts due to the trust under any insurance policy on my life or under any death benefit plan** and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs,'' the Trustee shall hold the trust according to the following provisions.
	7. Successor Trustee Language –
		1. "Article IV, Section C.(3) (Page 16) of the Revocable Trust states: C. Appointment of Successor Trustee 3. . .. **A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust.** Under Article III, Subsection E(7), A ""Related or Subordinate Party"" is defined in the Trust as follows: ARTICLE III. GENERAL E. Definitions. In this Agreement,…7. Related or Subordinate Party. A ""Related or Subordinate Party"" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms ""related or subordinate party"" are defined under Code Section 672( c ). The ""Code"" is defined as ""the Internal Revenue Code of 1986 ... "" A ""Related or subordinate party"" under the Code means any nonadverse party who is "" ... (2) any one of the following: The Grantor's father, mother, issue, brother or sister ... “
	8. Amendment Language of 2012 Trust
		1. WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "Trust Agreement," which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

* + - 1. Amendment Language 2008 Trust, Note 2012 removes language that cannot be amended. 2008 Simon Trust Language Regarding Shirley Property Added - ARTICLE I. DURING MY LIFE AND UPON MY DEATH - A. Rights Reserved. I reserve the right (a)to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. **However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.**
	1. Beneficiary Language
		1. Beneficiaries Alleged to be 10 grandchildren and Personal Property beneficiaries are the Will of Simon, which would be the five children of Simon.
		2. ARTICLE II. AFTER MY DEATH - **A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate.** Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

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

C. Trusts for Beneficiaries. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of **his or her separate trust** at any time or times, not to exceed in the aggregate 1 /3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, **provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust**. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, per stirpes; or

2. if he or she leaves no lineal descendant then living, per stirpes for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

* + 1. E. Definitions. In this Agreement, 1. Children, Lineal Descendants. The terms *"child," "children,* 11 *"grandchild," "grandchildren"* and *"lineal descendant"* mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, and (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or neat· the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child.

No such child or lineal descendant loses his or her status as such through adoption by another person.

**Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.**

* 1. Other Beneficiary Language Relevant
		1. 4. Education. The term *"education"* herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.
		2. 5. Needs and Welfare Distributions. Payments to be made for a person's *"Needs"* means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's *"Welfare"* means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.
	2. Problems –
		1. TED is the son, or an ""issue"" of the Grantor, SIMON BERNSTEIN, and a related party (father) to alleged beneficiaries, TED's sons, SIMON's grandsons. Therefore, TED is ineligible as a Related or Subordinate Party and is therefore again unfit to serve as a successor trustee under §736.0706(2)( c)."
		2. Ted is also ineligible to serve as a successor trustee as he is considered Predeceased for all Purposes of this Trust and dispositions made hereunder.
		3. "Article III E (l) of the Trust states: “Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me ... Theodore Stuart Bernstein should therefore be Removed as Trustee of the alleged Revocable Trust by the very Terms of the Trust that consider him PREDECEASED FOR ALL PURPOSES OF THE TRUST.
		4. Theodore Bernstein is Not Eligible to Serve as a Successor Trustee under the very terms of the alleged Revocable Trust, which means he is ""unfit"" under §736.0706(2)(c)."
		5. Trust deemed to not be properly notarized by Governor Rick Scott Notary Division
		6. Tescher upon resignation for fraudulently creating a Shirley Trust through his law firm and transmitting it to counsel for Eliot’s Minor Children, as a last act allegedly transfers Trusteeship to Ted that violates the Trust Language he drafted that precludes Ted from being a Successor Trustee, this appears instead a criminal successorship to further cover up the prior crimes of Tescher, Spallina and Ted and stymie and interfere with investigations by the authorities and the beneficiaries, leading to a massive waste of Estate and Trust Assets.
		7. Tescher and Spallina fail to send accounting after resigning as Co-Trustees and counsel to the Co-Trustees to the beneficiaries in violation of the Trust Code and terms of the trust.
		8. Ted fails to send accounting after allegedly accepting Successorship from his friends and business associates Tescher and Spallina in violation of the Trust Code and the terms of the Trust.
		9. Fails to send proper notice and documentation to beneficiaries of his alleged successorship in violation of Probate and Trust Rules and Statutes.
		10. Language of the alleged 2008 Simon Trust that cannot be amended, modified or revoked, is entirely revoked and removed from alleged 2012 Simon Amended and Restated Trust that again benefits Ted’s family and these changes were used to advance a fraudulent beneficiary scheme and convert assets of Shirley’s Irrevocable Trust to improper parties."
		11. Ted and Pam were compensated in their life times through acquisitions of family businesses worth millions of dollars. This is why it is claimed in prior trusts they have been considered predeceased but Eliot, Jill and Lisa were not provided for prior to death as stated.
		12. URL to Document <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%205%20-%202012%20Simon%20L.%20Bernstein%20Amended%20and%20Restated%20Trust%20Agreement.pdf>
	3. Trusts Alleged Created Under Simon Bernstein 2012 Trust but have never been produced and thus the only trusts that may be held under the 2012 Simon Bernstein Amended and Restated Trust may be the Eliot Family Trust, the Jill Iantoni Family Trust and Lisa Friedstein Family Trust and their children may be the only beneficiaries of separate trusts held thereunder. The following trusts have not been produced and are alleged dated the day Simon died and moneys have been fraudulently conveyed from the Shirley Trust, skipping over her beneficiaries to these trusts that do not exist in the record.
	4. Alan Rose admits in Email dated March 08, 2016 that these trusts have never been created for Eliot’s children as of that date, yet he sued me as Trustee of them and in his new letter he claims Eliot is not Trustee so false process served.
* Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012
* Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012
* Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012
* Trust f/b/o Molly Simon under the Simon L. Bernstein Trust dtd 9/13/2012
* Trust f/b/o J.I. under the Simon L. Bernstein Trust Dtd 9/13/12
* Trust f/b/o Minor C.I. Friedstein and C.F., under the Simon L. Bernstein Trust Dtd 9/13/12
* Trust f/b/o Michael Bernstein, under the Simon L. Bernstein Trust Dtd 9/13/12
* Trust f/b/o Alexandra Bernstein, under the Simon L. Bernstein Trust Dtd 9/13/12
* Trust f/b/o Eric Bernstein, under the Simon L. Bernstein Trust Dtd 9/13/12
	+ 1. NO ORIGINALS FOR ANY - Nonexistent
		2. NO COPIES FOR ANY – Nonexistent
		3. Insurance Related – No
		4. Problems
			1. These grandchildren trusts WERE NOT PRODUCED at the Shirley Trust Validity Hearing as part of Simons Trust that was validated by Judge Phillips and they were to be held “thereunder” according to Simon’s Trust language and they were not in Spallina Tescher Court Ordered Production when they allegedly executed them on the day Simon died, despite language stating they were held thereunder when Simon was alive. It appears that no such separate trusts like the [Eliot Family Trust](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520%20Eliot%20Bernstein%20Family%20Trust.pdf), Jill Iantoni Family Trust and Lisa Friedstein Family Trust that were created in the prior 2008 Simon Bernstein Revocable Trust and held thereunder were created for ANY of the grandchildren and signed by the Trustees, Notarized etc. The parents are the Trustees and Eliot was never sent trusts to execute prior to Simon’s death or on the day he died as Trustee and NO ONE has produced a signed copy of this trust or this trust in part with anyone’s signatures on it. These trusts are missing from the Simon Trust and thus these alleged trusts and the Simon Trust are wholly INVALID and may show that Simon never executed a Simon Trust with the sub-trusts prior to his death and may indicate these as part of a fraud to convert monies to improper and NONEXISTENT Beneficiaries under a DEFICIENT 2012 Simon Trust.
			2. No beneficiaries or trustees have ever seen copies of these trusts that Eliot is aware of.
			3. Eliot is being sued under this trust as Trustee and his kids as Beneficiaries but no copy produced to court either.
			4. Eliot has never signed this Trust as Trustee
			5. No Trustee of Simon has produced these documents ever and they were never sent to Trustees for signature prior to Simon’s death, indicating that Simon’s 2012 Trust was never completed as the beneficiaries trusts were never done.
			6. Monies from Shirley’s Trust Condo Sale were paid to these Nonexistent Trusts when these trusts are not a part of Shirley Irrevocable Trust beneficiaries.
			7. The only EXECUTED trusts held under the 2012 and 2008 Simon Bernstein Trust appear to be the Eliot Family Trust, Jill Family Trust and Lisa Family Trust. Eliot, Lisa and Jill would be considered predeceased for the Simon Bernstein Trust but their trusts would still be in force and their 6 children would be the beneficiaries.
1. Simon Bernstein Irrevocable Insurance Trust dated 6/21/1995
	1. Related Document - Missing Heritage Policy - Insurance Contract - POLICY has never been produced, only a sample policy from the carriers.
	2. Original - Nonexistent
	3. Copy - Drafts produced to Federal Court only which are done by Unknown Law Firm, no executed original or copy of an executed trust exists at this time, no copy was produced by Tescher and Spallina in Court Ordered Production. The lawsuit was filed with Ted acting Trustee at a time when no copy or draft copy existed and a court order was requested by the carrier to determine what to do, who were Trustees and Beneficiaries and Ted had knowledge of this.
	4. Beneficiaries – UNKNOWN
	5. Insurance Related – Yes
		1. Problems
			1. This nonexistent trust is an alleged Contingent Beneficiary of the Heritage Policy, although insurance company records contradict this and state Simon Bernstein Trust, NA is Contingent. The Primary Beneficiary that should be paid before any Contingent is even considered is LaSalle National Trust, NA. The beneficiaries of this trust are alleged to be five children, Ted, Pam, Eliot, Jill and Lisa and this trust was superseded by 2000 Insurance Trust done by Proskauer and subsequent changes to beneficiaries at Insurance Company per their records but still since no legally binding executed copy of the “Policy” exists, all of this is based on weak parole evidence provided including a Sample Policy tendered to look like the Policy to the Federal Court in Illinois.
			2. Spallina filed death benefit claim stating he was alleged Trustee of this missing trust that he claims never to have seen and carrier DENIED the claim as no fully executed legal binding trust could be produced and no drafts were produced at that time.
				1. Did not tell the carrier that his client Ted was alleging his father had been murdered and autopsy and sheriff investigation were pending.
			3. Ted filed a breach of contract lawsuit for the carrier failing to pay Spallina’s fraudulent death benefit claim and Ted files the lawsuit as an alleged Trustee of this lost trust, knowing that a court order was requested by the carrier to determine Trustee and Beneficiaries of an alleged lost trust and this Court Order was to determine trustee, see [Settlement and Mutual Release Draft](http://iviewit.tv/Simon%20and%20Shirley%20Estate/EXHIBIT%205%20-%2020130205%20Eliot%20Letter%20to%20Spallina%20et%20al%20Regarding%20Analysis%20of%20SAMR.pdf). [[1]](#footnote-1)
			4. Despite knowing no trustee was determined at the time of his filing the lawsuit, Ted fraudulently claimed in Federal Court that he was now the Trustee (NOT SPALLINA) and evaded the court order attempting to convert the benefits to 4 out of 5 of the children of Simon, excluding Eliot and concealing it from him.
			5. The Court already has determined that no Trustee or Beneficiaries are yet determined due to the fact that no legally binding executed copy of the trust exists or the policy at hand and yet, Ted and Rose and A. Simon continue to move the Court as if Ted is Trustee.
			6. Both Ted and Spallina state they have never seen the executed trust.
2. Simon Bernstein Trust, NA
	1. Related Document - Missing Heritage Policy - Named Contingent Beneficiary of Policy according to record of insurance company and confirmed by Simon but no Policy exists to prove this and no Trust is found.
	2. Original – Nonexistent
	3. Copy – Nonexistent
	4. Beneficiaries - UNKNOWN
	5. Insurance Related – Yes
	6. Problems
		1. Is the stated Contingent Beneficiary of the Missing Policy according to Insurance Co Records
		2. Don Sanders who did not do the beneficiary input for the policy or maintain the software claims that this trust is an abbreviation of the “Simon Bernstein Irrevocable Insurance Trust dated 6/21/1995” and they appear wholly dissimilar and there is no legal binding executed Policy to determine the true and proper beneficiary(ies) at the time of Simon’s death.
	7. URL Document Page 110, Jackson Production Bates # JCK000110
	8. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131017%20Heritage%20Union%20Policy%20Information%20Copies%20Lower.pdf> - Large File Takes Time to Load.
3. [Simon Bernstein 2000 Insurance Trust (dated August 15, 2000)](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20000815%20Simon%20Bernstein%202000%20Insurance%20Trust%20-%20Proskauer%20Rose.pdf)
	1. Related Document - Heritage Union Life Insurance Policy
	2. Original – Nonexistent
	3. Copy – Yes
	4. Copy Rose Stole from Estate of Simon - Simon 2000 Insurance Trust and Tax ID Number Request
	5. Insurance Related - Yes - Relates directly to Heritage Union Policy and revokes all prior insurance trusts.
	6. Beneficiaries – Ted, Eliot, Jill and Lisa. Pam and her lineal descendants are cut out as predeceased.
	7. Insurance Language
		1. “1. As and for a gift, the Settlor hereby assigns and transfers to the Trustees and their successors (together, the "Trustees") the life insurance policies set forth in Schedule A annexed hereto, and the Settlor agrees to execute all such assignments and changes of beneficiary and to do such other acts and things as may be necessary in order to make the Trustees irrevocable absolute assignees of said life insurance policies.

The Trustees shall hold said policies, together with any other property which may be received by them, in trust upon the terms and conditions set forth herein. This trust shall be known as the "SIMON BERNSTEIN 2000 INSURANCE TRUST."”

* + 1. “SCHEDULE A TRUST AGREEMENT dated the 4th day of August, 2000, between

SIMON BERNSTEIN, as Settlor, and SHIRLEY BERNSTEIN AND ALBERT W. GORTZ, as Trustees

The following life insurance policies:

Lincoln Benefit Life Company, Policy No.: U0204204

Capitol Bankers Life Insurance Company, Policy No.: 1009208”

*[\*\*\*Capitol Bankers later became Heritage Union/Jackson National et al.\*\*\*]*

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

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

Upon the death of the Settler's wife, the then principal of the trust shall pass to such of one or more of the Settler's descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as the Settler's wife shall by Will appoint. To the extent that said power of appointment shall not be effectively exercised, or upon the Settler's death if the Settler's wife predeceases the Settler, said principal shall be divided into shares, per stirpes, **for such of the Settler's children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL !ANTONI and LISA SUE FRIEDSTEIN**, as are then living and for the then living descendants of such of them as are then dead, and each such share shall be distributed absolutely, provided, however, that any share so set aside for a grandchild or more remote descendant of the Settler who has not then attained the age of thirty shall be disposed of as provided in Article 4 of this Agreement.”

* + 1. “9. The term "descendants" as used in this Agreement shall specifically exclude the Settler's daughter PAMELA BETH SIMON and her descendants. The Settler has not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.”
	1. Problems
		1. Was not turned over until TS Production and it was secreted with intent by TS from the carrier and the Probate Court and because it cuts Pam out, see TS letter with Pam et al.
		2. Document URL <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20000815%20Simon%20Bernstein%202000%20Insurance%20Trust%20-%20Proskauer%20Rose.pdf>
1. S.B. Lexington, Inc. 501(C)(9) VEBA TRUST
	1. Original – Nonexistent
	2. Copy – Nonexistent
	3. Insurance Related – Yes
	4. Beneficiaries - LaSalle Primary Beneficiary of Heritage Policy and was Trustee of VEBA as well as Beneficiary
2. Simon L. Bernstein Irrevocable Trust U/A 9/7/06 (has subtrusts fbo Joshua, Jacob and Daniel)
	1. Original – Nonexistent
	2. Copy – Nonexistent
	3. Beneficiaries – Alleged to be Eliot, Jill and Lisa children
	4. [Daniel Bernstein Irrevocable Trust dated September 7, 2006](http://iviewit.tv/Simon%20and%20Shirley%20Estate/Signed%20Trust%20and%20Taxpayer%20ID%20request%20for%20Daniel%20Bernstein%20.pdf)
		1. Original – Nonexistent
		2. Copy – Missing Signature Pages
		3. Copies Alan Rose Stole From Simon Estate - "1st & Last Page of Original Oppenheimer Trusts and 1st Page of Statements and Signed copy Oppenheimer Trust and Taxpayer ID request for Daniel Bernstein and Signed copy Oppenheimer Trust and Taxpayer ID request for Jacob Bernstein and Signed copy Oppenheimer Trust and Taxpayer ID request for Joshua Bernstein"
		4. Alleged to be Oppenheimer Trust
		5. Language Regarding Confusing Trustees
			1. "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."
				1. [Problem, Traci is a she and attorney and CPA]
			2. "ARTICLE 5- PROVISIONS GOVERNING TRUSTEES - 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.:
				1. [Problem, Traci is stated on Page one to be Trustee not Greenwald]
		6. Problems
			1. While these trusts for the kids exist in part and are not fully executed, the Simon Trust they are created under does not exist at all.
			2. New documents stolen from Estate by Alan Rose who claims to have taken them without Writ of Possession off Estate Property exist but the documents have not been submitted to Court yet by Lessne.
			3. Traci Kratish disputes that she was the Trustee of this Trust initially and the Language in the trust claims that she was trustee on one page and then Steven Greenwald appears Trustee on another page. Greenwald denies ever being a Trustee.
			4. Signature Pages on Daniel Trust are missing entirely and all initials on each page missing on all 3 boys trusts.
		7. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/Signed%20Trust%20and%20Taxpayer%20ID%20request%20for%20Daniel%20Bernstein%20.pdf>
	5. [Jake Bernstein Irrevocable Trust dated September 07, 2006](http://iviewit.tv/Simon%20and%20Shirley%20Estate/Signed%20Trust%20and%20Taxpayer%20ID%20request%20for%20Jacob%20Bernstein.pdf)
		1. Original – Nonexistent
		2. Copy – Missing Signature Pages
		3. Copies Alan Rose Stole From Simon Estate - "1st & Last Page of Original Oppenheimer Trusts and 1st Page of Statements and Signed copy Oppenheimer Trust and Taxpayer ID request for Daniel Bernstein and Signed copy Oppenheimer Trust and Taxpayer ID request for Jacob Bernstein and Signed copy Oppenheimer Trust and Taxpayer ID request for Joshua Bernstein"
		4. Language Regarding Confusing Trustees
			1. "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."
			2. [Problem, Traci is a she and attorney and CPA]
		5. "ARTICLE 5- PROVISIONS GOVERNING TRUSTEES - 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.:
			1. [Problem, Traci is stated on Page one to be Trustee not Greenwald]
		6. Problems
			1. While these trusts for the kids exist in part and are not fully executed, the Simon Trust they are created under does not exist at all.
			2. New documents stolen from Estate by Alan Rose who claims to have taken them without Writ of Possession off Estate Property exist but the documents have not been submitted to Court yet by Lessne.
			3. Traci Kratish disputes that she was the Trustee of this Trust initially and the Language in the trust claims that she was trustee on one page and then Steven Greenwald appears Trustee on another page. Greenwald denies ever being a Trustee.
			4. Signature Pages on Daniel Trust are missing entirely and all initials on each page missing on all 3 boys trusts.
		7. Alleged to be Oppenheimer Trust
		8. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/Signed%20Trust%20and%20Taxpayer%20ID%20request%20for%20Jacob%20Bernstein.pdf>
	6. [Joshua Z. Bernstein Irrevocable Trust dated September 07, 2006](i.%09http%3A/iviewit.tv/Simon%20and%20Shirley%20Estate/Signed%20Trust%20and%20Taxpayer%20ID%20request%20for%20Joshua%20Bernstein.pdf)
3. Original – Nonexistent
4. Copy – Missing Signature Pages
5. Copies Alan Rose Stole From Simon Estate - "1st & Last Page of Original Oppenheimer Trusts and 1st Page of Statements and Signed copy Oppenheimer Trust and Taxpayer ID request for Daniel Bernstein and Signed copy Oppenheimer Trust and Taxpayer ID request for Jacob Bernstein and Signed copy Oppenheimer Trust and Taxpayer ID request for Joshua Bernstein"
6. Language Regarding Confusing Trustees
	* + 1. "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."
			2. [Problem, Traci is a she and attorney and CPA]
7. "ARTICLE 5- PROVISIONS GOVERNING TRUSTEES - 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.:
	* + 1. [Problem, Traci is stated on Page one to be Trustee not Greenwald]
8. Problems
	* + 1. While these trusts for the kids exist in part and are not fully executed, the Simon Trust they are created under does not exist at all.
			2. New documents stolen from Estate by Alan Rose who claims to have taken them without Writ of Possession off Estate Property exist but the documents have not been submitted to Court yet by Lessne.
			3. Traci Kratish disputes that she was the Trustee of this Trust initially and the Language in the trust claims that she was trustee on one page and then Steven Greenwald appears Trustee on another page. Greenwald denies ever being a Trustee.
			4. Signature Pages on Daniel Trust are missing entirely and all initials on each page missing on all 3 boys trusts.
9. Alleged to be Oppenheimer Trust
10. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/Signed%20Trust%20and%20Taxpayer%20ID%20request%20for%20Joshua%20Bernstein.pdf>
11. **SHIRLEY TRUSTS**
12. [Shirley Trust dated May 20 2008](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%202%20-%202008%20Shirley%20Trust%20Agreement.pdf)
	1. Original – Nonexistent
	2. Copy + Fraudulent Copy
	3. Copies Alan Rose Stole from Estate of Simon - "Shirley Bernstein Trust Agreement dtd 05-20-2008 duplicate original and Shirley Bernstein Trust Agreement dtd 05-20-2008 duplicate original 2 Shirley Bernstein Trust Agreement dtd 05-20-2008 original from T&S"
	4. Insurance Related – Yes
	5. Beneficiaries of Trust – Marital Trust, Family Trust and **Either**, Eliot, Jill and Lisa through the Eliot, Jill and Lisa Family Trusts **or** Eliot, Jill and Lisa’s children through the Eliot, Jill and Lisa Family Trusts.
		1. Personal Property Beneficiaries through the Will and Trust are the children, Ted, Pam, Eliot, Jill and Lisa.
	6. Beneficiary Language
		1. ARTICLE II. AFTER MY DEATH A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, **such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate.** Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.
		2. ARTICLE II. AFTER MY DEATH - C. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate" Family Trust" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax. deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "Marital Trust."

* + 1. ARTICLE II. AFTER MY DEATH - E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, per stirpes. Any assets allocated under this subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by my spouse as grantor on even date herewith (the "Family Trusts" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II.E. below [*IT SHOULD BE NOTED THAT IT IS NOT II.E BELOW BUT RATHER II.F BELOW*]. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "beneficiary," with their separate trusts to be administered as provided in Subparagraph ILE. below.

* + 1. ARTICLE II. AFTER MY DEATH F. Trusts for Beneficiaries. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

l. for his or her lineal descendants then living, per stirpes; or

2. if he or she leaves no lineal descendant then living, per stirpes for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

* + 1. ARTICLE III. GENERAL E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "child," "children" and "lineal

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

* + 1. ARTICLE III. GENERAL - E. Definitions. In this Agreement,

4. Education. The term "education" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study at educational institutions or elsewhere and expenses relating directly thereto, including tuition, books and supplies, room and board and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

6. Needs and Welfare Distributions. Payments to be made for a person's "Needs" means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's "Welfare" means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

* 1. Power of Appointment Language
		1. ARTICLE III. GENERAL - F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in- either case only if such will, trust agreement, or instrument specifically refers to such power.
	2. IRA Language
		1. ARTICLE V – ADDITIONAL TAX & RELATED MATTERS - B. Individual Retirement Accounts. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

I. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401 (a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any JRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 40l(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

* 1. Language Regarding Items Transferred from Spouse
		1. ARTICLE I. DURING MY LIFE AND UPON MY DEATH A. Rights Reserved. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and ( c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. **However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.**
		2. "ARTICLE III. General E. Definitions. In this Agreement, Children, Lineal Descendants. The terms ""child,"" ""children"" and ""lineal descendant"" mean only persons whose relationship to the ancestor designated is created entirely by or through ... Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, **for purposes of the dispositions made under this Trust**, my children, TED S. BERNSTEIN (""TED"") and PAMELA B. SIMON (""PAM""), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me..."
		3. Insurance Language –
			1. ARTICLE I. DURING MY LIFE AND UPON MY DEATH - D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.
	2. Problems –
		1. Ted Bernstein is “PREDECEASED” for all purposes of dispositions of the Shirley Trust and thus it appears that Ted was fraudulently inserted as the Successor Trustee to make dispositions illegally.
		2. Ted Bernstein is Not Eligible to Serve as a Successor Trustee under the very terms of the alleged Irrevocable Trust, which means he is ""unfit"" under §736.0706(2)(c).
		3. The language of the ALLEGED Shirley Trust states clearly and unambiguously he is dead and once her trust became irrevocable this became permanent."
	3. URL Document <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%202%20-%202008%20Shirley%20Trust%20Agreement.pdf>
	4. [Shirley Trust 2008 Amendment 1](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%203%20-%20First%20Amendment%20to%20Shirley%20Bernstein%20Trust%20Agreement.pdf)
		1. Original – Nonexistent
		2. Copy – Yes
		3. URL DOCUMENT

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%203%20-%20First%20Amendment%20to%20Shirley%20Bernstein%20Trust%20Agreement.pdf>

* 1. [Shirley Trust 2008 SECOND FIRST Amendment 1](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%206%20-%20Second%20First%20Amendment%20to%20Shirley%20Bernstein%20Trust%20Agreement%20-%20Spallina%20Alleges%20he%20Fraudulent%3By%20Altered.pdf)
		1. Original – Nonexistent
		2. Copy – Yes
		3. Beneficiaries are attempted to be fraudulently changed via this attached amendment to the Shirley Trust constituting a Fraudulent Shirley Trust created by Spallina and admitted to in Court of Judge Phillips was sent via US Mail to Eliot children’s counsel, in attempts to include Ted and Pam’s four children into the Shirley Trust.
		4. Language that attempts to change Shirley beneficiaries
			1. WHEREAS, on May 20, 2008, I created and funded the SHIRLEY BERNSTEIN TRUST AGREEMENT (the "Trust Agreement," which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke the said Trust Agreement, in whole or in part.

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.

2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, **for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM'), shall be deemed to have predeceased the survivor of my spouse and me,** provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM shall not be deemed to have predeceased the survivor of my spouse and me and

shall become eligible beneficiaries for purposes of the dispositions made hereunder."

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

* + 1. Problems
			1. Document was admitted fraudulently created to create a fraudulent Shirley Trust that changed the beneficiaries and was sent as admitted to by Spallina before Judge Phillips via mail to Eliot’s Minor Children Counsel to perpetrate fraud done by Robert Spallina, Esq. and his partner Donald Tescher, Esq.
			2. Document changes beneficiaries in Shirley Trust illegally by removing the words “lineal descendants” of Ted and Pamela making their children not predeceased according to the trust language and attempting to entitle them to 40% of the Shirley Trust.
			3. While this plan did not succeed the alleged Trustee Ted who is considered dead for dispositions of the Shirley Trust sold a Shirley Trust Real Estate parcel Condominium and then paid alleged beneficiaries of the Simon Trust and where no trusts for the Simon Trust exist and thus this was another fraudulent conveyance to improper beneficiaries who are not part of Shirley’s IRREVOCABLE Trust.
		2. URL DOCUMENT

[http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%206%20-%20Second%20First%20Amendment%20to%20Shirley%20Bernstein%20Trust%20Agreement%20-%20Spallina%20Alleges%20he%20Fraudulent%3by%20Altered.pdf](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%206%20-%20Second%20First%20Amendment%20to%20Shirley%20Bernstein%20Trust%20Agreement%20-%20Spallina%20Alleges%20he%20Fraudulent%3By%20Altered.pdf)

* 1. Shirley Family Trust
		1. Original – Nonexistent
		2. Copy – Nonexistent
		3. Beneficiaries – **Either**, Eliot, Jill and Lisa through the Eliot, Jill and Lisa Family Trusts **or** Eliot, Jill and Lisa’s children through the Eliot, Jill and Lisa Family Trusts.
	2. Shirley Marital Trust
		1. Original – Nonexistent
		2. Copy – Nonexistent
		3. **Either**, Eliot, Jill and Lisa through the Eliot, Jill and Lisa Family Trusts **or** Eliot, Jill and Lisa’s children through the Eliot, Jill and Lisa Family Trusts.
	3. [Eliot Family Trust](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520%20Eliot%20Bernstein%20Family%20Trust.pdf)
		1. Original – Nonexistent
		2. Copy – Yes
		3. Beneficiaries – Eliot Bernstein & Eliot Bernstein Family
		4. Beneficiary Language
			1. ARTICLE I. TRUST ADMINISTRATION - C. Trusts for ELIOT BERNSTEIN and my Lineal Descendants. The Trust shall be administered as follows for its beneficiaries:
			2. Initial Beneficiary. My son, ELIOT BERNSTEIN, shall be the first principal beneficiary of the Trust.
		5. URL DOCUMENT <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520%20Eliot%20Bernstein%20Family%20Trust.pdf>
	4. Jill Family Trust
		1. Original – Nonexistent
		2. Copy – ?
	5. Lisa Family Trust
		1. Original – Nonexistent
		2. Copy – ?
1. Shirley Bernstein Irrevocable Trust Agreement (2008)
	1. Original – Nonexistent
	2. Copy – Nonexistent
	3. Insurance Related – Yes
	4. As Simon had an irrevocable insurance trust done in 2008 and he and Shirley’s plans according to Tescher were mirrored, then Shirley should have had an insurance trust and Shirley’s insurance policies that appear to be missing from records were most likely contained therein.
2. Shirley Bernstein Irrevocable Trust U/A 9/7/06
	1. Original – Nonexistent
	2. Copy – Nonexistent
	3. Insurance Related - ?
	4. Problems –
		1. Created Same Day Trusts for Josh, Jake and Danny are Created at Stanford
		2. As Simon had an irrevocable trust done on 9/7/06 that is missing and he and Shirley’s plans according to Tescher were mirrored, then Shirley should have had an irrevocable trust similar.
3. Shirley Bernstein 2000 Insurance Trust (dated August 15, 2000)
	1. Original – Nonexistent
	2. Copy – Nonexistent
	3. Insurance Related – Yes
	4. Problems
		1. As Simon had a 2000 Insurance trust done on 8/15/00 that is missing and he and Shirley’s plans according to Tescher were mirrored, then Shirley should have had a 2000 Insurance Trust created by Proskauer as well, in fact, all documents for Shirley by Proskauer are missing.
4. **WILLS**
5. [Shirley Will 2008](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%201%20-%202008%20Will%20of%20Shirley%20Bernstein.pdf)
	1. Original – Nonexistent
	2. Copy – Conformed but with no clerk stamp or signature and it states original is held in vault of Tescher and Spallina, it was not turned over to Curator Benjamin Brown or Successor PR O’Connell despite Court Order for Spallina and Tescher to turn over ALL records after admitting to felony fraudulent creation of a Shirley Trust.
	3. Copies Alan Rose Stole from the Estate of Simon Bernstein – “Shirley Bernstein Will dtd 05-20-2008 conformed copy.”
	4. Beneficiaries – Shirley Trust and Ted, Pam, Eliot, Jill and Lisa
	5. Beneficiary Language
		1. I, SHIRLEY BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SIMON L. BERNSTEIN ("SIMON''). My children are TED S. BERNSTEIN(" TED"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL !ANTONI and LISA S. FRIEDSTEIN.
		2. ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SIMON, if SIMON survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SIMON does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SIMON nor any child of mine survives me, this property shall pass with the residue of my estate.

* + 1. ARTICLE III. RESIDUE OF MY EST ATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "Existing Trust"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

* 1. Problems –
		1. Appears missing codicil, attachments, etc. regarding her personal property, which is claimed to be only 25k by Spallina and Tescher on her inventory that was and has never been served to beneficiaries.
		2. I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose.
	2. URL Doc <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%201%20-%202008%20Will%20of%20Shirley%20Bernstein.pdf>
1. [September 09, 2012 Simon Holographic Will - FOUR DAYS BEFORE HE DIES](http://iviewit.tv/Simon%20and%20Shirley%20Estate/2012%20Simon%20Holographic%20Will%20Maritza%20Puccio%20Life%20Insurance%20JP%20Morgan%20Telenet.pdf) – JP Morgan Telenet Maritza
	1. Original – Nonexistent
	2. Copy – Yes, was not turned over until TS Production and was stolen from Estate by Rachel Walker and given to Ted Bernstein, along with check. Check was alleged signed and so was agreement at time Walker turned documents over to Ted.
	3. Insurance Related – Yes
	4. Problems
		1. Addresses Telenet Stock and JP Morgan check and Life Insurance.
		2. Is removed from Estate by Walker and turned over to Ted Bernstein who then turns it over to Spallina and Spallina turns it over with Production documents but unsigned and with unsigned check.
	5. URL Doc <http://iviewit.tv/Simon%20and%20Shirley%20Estate/2012%20Simon%20Holographic%20Will%20Maritza%20Puccio%20Life%20Insurance%20JP%20Morgan%20Telenet.pdf>
2. [Simon Will 2012](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%204%20-%202012%20Will%20of%20Simon%20Bernstein.pdf)
	1. Original – At Court
	2. Copy – Yes
	3. Copy Alan Rose Stole from Estate of Simon Bernstein – “Simon Bernstein Will dtd 07-25-2012 conformed copy.”
	4. URL Doc <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215HearingEvidence/Plaintiff%204%20-%202012%20Will%20of%20Simon%20Bernstein.pdf>
3. [Simon Will 2008](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520SimonBernstein2008WillDeliveredByBenBrown20140506.pdf)
	1. URL Doc <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520SimonBernstein2008WillDeliveredByBenBrown20140506.pdf>
4. [2000 Last Will and Testament of Simon L. Bernstein](http://iviewit.tv/Simon%20and%20Shirley%20Estate/Simon%27s%202000%20Will%20-%20Copy%20-%20Proskauer.pdf)
	1. Original – Nonexistent
	2. Copy – Yes
	3. Copy Alan Rose Stole from Estate of Simon Bernstein - "Simon's 2000 Will - Copy – Proskauer and First Codicil to Simon's 2000 Will - Copy – Proskauer and Simon 2000 Designation of Surrogate and Simon 2000 Durable Power of Attorney and Simon 2000 Living Will”
	4. URL Doc [http://iviewit.tv/Simon%20and%20Shirley%20Estate/Simon's%202000%20Will%20-%20Copy%20-%20Proskauer.pdf](http://iviewit.tv/Simon%20and%20Shirley%20Estate/Simon%27s%202000%20Will%20-%20Copy%20-%20Proskauer.pdf)
5. [2000 Last Will and Testament of Simon L. Bernstein COPY DELIVERED TO COURT](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121010%20WILL%20EXHIBIT%20DATED%202000%20DONE%20BY%20PROSKAUER%20ROSE.pdf)
6. 2000 Last Will and Testament of Shirley Bernstein
	1. Original – Nonexistent
	2. Copy – Nonexistent
	3. Do not believe exists in TS production
7. **CHILDREN'S TRUSTS**
8. Daniel Bernstein Irrevocable Trust dated September 7, 2006
9. Jake Bernstein Irrevocable Trust dated September 07, 2006
10. Joshua Z. Bernstein Irrevocable Trust dated September 07, 2006
11. Daniel Bernstein Irrevocable Trust 07-JUL-10 049738
12. Jake Bernstein Irrevocable Trust 07-JUL-10 0497381
13. Joshua Z Bernstein Irrevocable Trust 07-JUL-10 0497381
14. **ESTATE ENTITIES**
15. Shirley IRA Account Shirley Trust
	1. Original – Nonexistent
	2. Copy – Nonexistent
	3. Problems –
		1. No records produced
16. Simon IRA Account Simon Trust
	1. Original – Nonexistent
	2. Copy – Nonexistent
	3. Problems
		1. No records produced - Beneficiaries and contracts and account statements missing.
17. [2008 UNDATED Bernstein Family Realty, LLC - Operating Agreement](http://iviewit.tv/Simon%20and%20Shirley%20Estate/2008Unknown%20Bernstein%20Family%20Realty%20Operating%20Agreement%20UNDATED.pdf)
	1. Original – Nonexistent
	2. Copy – Undated Copy on Front Page
	3. Beneficiaries / Members
		1. STANFORD TRUST COMPANY, Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006,
		2. STANFORD TRUST COMPANY, Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006,
		3. STANFORD TRUST COMPANY, Trustee of the JOSHUA Z, BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006
	4. OPERATING AGREEMENT OF BERNSTEIN FAMILY REALTY, LLC
		1. This Limited Liability Company Agreement (the "Agreement") is made and entered into as of the day of June, 2008, by and among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company" ); STANFORD TRUST COMPANY, Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, STANFORD TRUST COMPANY, Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and STANFORD TRUST COMPANY, Trustee of the JOSHUA Z, BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and any subsequent transferee as the Members (" Members" ). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.
		2. 
	5. URL Doc <http://iviewit.tv/Simon%20and%20Shirley%20Estate/2008Unknown%20Bernstein%20Family%20Realty%20Operating%20Agreement%20UNDATED.pdf>
18. [May 20 2008 - Bernstein Holdings, LLC Operating Agreement](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520%20Bernstein%20Holdings%20LLC%20Limited%20Liability%20Company%20Operating%20Agreement.pdf)
	1. Url Doc <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520%20Bernstein%20Holdings%20LLC%20Limited%20Liability%20Company%20Operating%20Agreement.pdf>
	2. Members
		1. This limited liability Company Agreement (the "Agreement") is made and entered into as of the 20 [handwritten] day of May [handwritten], 2008, by and among BERNSTEIN HOLDINGS, LLC (the "Company"); and SIMON L. BERNSTEIN, Trustee of the **SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008**, SHIRLEY BERNSTEIN, Trustee of the **SHIRLEY BERNSTEIN TRUST AGREEMENT dated May20,2008**, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees and ROBERT L. SPALLINA, Independent Trustee of the **ELIOT BERNSTEIN FAMILY TRUST** dated May 20, 2008, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees, and ROBERT L. SPALLINA, Independent Trustee of the **JILL IANTONI FAMILY TRUST** dated May 20, 2008, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees, and ROBERT L. SPALLINA, Independent Trustee of the **LISA S. FRIEDSTEIN FAMILY TRUST** dated May 20, 2008, and any subsequent transferee as the Members ("Members"). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.
	3. Percentages
		1. **OPERATING AGREEMENT -** *EXHIBIT A*

Percentage Member(s) Interest\*

1. SIMON L. BERNSTEIN, Trustee

of the SIMON L. BERNSTEIN TRUST

AGREEMENT u/t/d May 20, 2008 48.5%

1. SHIRLEY BERNSTEIN, Trustee

of the SHIRLEY BERNSTEIN TRUST

AGREEMENT u/t/d May 20, 2008 48.5%

1. SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN,

Co-Trustees ROBERT L. SPALLINA, Independent Trustee

of the ELIOT BERNSTEIN Family Trust dated

May 20, 2008 1%

1. SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN,

Co-Trustees ROBERT L. SPALLINA, Independent Trustee

of the JILL IANTONI Family Trust dated May 20, 2008 1%

1. SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN,

Co-Trustees ROBERT L. SPALLINA, Independent Trustee of

the LISA S. FRIEDSTEIN Family Trust dated May 20, 2008 1%

\*proportionate to capital accounts of Members

1. [Bernstein Family Investments, LLLP - Agreement of Limited Partnership](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520%20Bernstein%20Family%20Investments%20LLLP%20Agreement%20of%20Limited%20Partnership%20of%20.pdf)
	1. URL Doc <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20080520%20Bernstein%20Family%20Investments%20LLLP%20Agreement%20of%20Limited%20Partnership%20of%20.pdf>
	2. Partners
		1. SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT d/t/d May 20, 2008 49.5%
		2. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT d/t/d May 20, 2008 49.5%
		3. Bernstein Holdings, LLC 1%
	3. “This is an Agreement of Limited Partnership ("Agreement") dated this 20 [handwritten] day of May [handwritten], 2008, by and between BERNSTEIN HOLDINGS, LLC, a Florida limited liability company ( the "General Partner" ); and SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008 and SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, together with any individual, partnership, corporation, trust, estate or other entity subsequently admitted as Limited Partners, referred to as the "Limited Partners," and individually as a "Limited Partner". The General Partner and the Limited Partners are herein sometimes referred to individually as a "Partner" and collectively as "Partners."”
		1. Schedule A
		2. 
2. Arbitrage International Management 401k
3. Arbitrage Pension Plan
4. **ESTATE/SIMON/SHIRLEY OWNED CORPORATIONS**
5. ALPS (Arbitrage Life Payment System)
6. Arbitrage International Holdings, LLC
7. Arbitrage International Management LLC
8. Arbitrage International Marketing Inc. 401 (k) Plan
9. Arbitrage International Marketing, Inc.
10. Bernstein & Associates, Inc.
11. Bernstein Family Investments, LLLP dated May 20, 2008
12. Bernstein Family Realty LLC
13. Bernstein Holdings, LLC dated May 20, 2008
14. Bernstein Simon and Shirley – A company in Boca Raton, FL.
15. Cambridge Associates Of Indiana, Inc.
16. Cambridge Companies
17. Cambridge Financing Company
18. CFC of Delaware, LLC.
19. I.C., Inc. – FL
20. Iviewit Corporation – FL
21. Iviewit Holdings, Inc. – DL
22. Iviewit Holdings, Inc. – DL (two identically named in Delaware)
23. Iviewit Holdings, Inc. – FL (four identically named)
24. Iviewit Holdings, Inc. – NY (three identically named)
25. Iviewit LLC – DL
26. Iviewit Technologies, Inc. – DL
27. Iviewit, Inc. – DL
28. Iviewit, Inc. – FL
29. Iviewit.com LLC – DL
30. Iviewit.com, Inc. – DL
31. Iviewit.com, Inc. – FL
32. LIC Holdings, Inc.
33. LIC HOLDINGS, LLC
34. Life Insurance Concepts Inc.
35. Life Insurance Concepts, LLC
36. Life Insurance Connection Inc.
37. Life Insurance Innovations, Inc.
38. National Service Association, Inc.
39. National Service Association, Inc.  (of Florida)
40. National Service Corporation
41. National Service Corporation (Florida)
42. National Services Pension Plan
43. NSA, Inc.
44. S.B. Lexington Inc. Death Benefit Plan United Bank of Illinois NA. (ein 363479122)
45. S.T.P. Enterprises
46. S.B. Lexington. Inc.
47. Shirley Bernstein Family Foundation Inc. and Deborah Bernstein involvement
48. Simon and Shirley Bernstein (company or Foundation?)
49. Syracuse Partners Incorporated
50. Telenet Systems, Inc.
51. Telenet Systems, LLC
52. Total Brokerage Solutions LLC
53. TSB Holdings, LLC
54. TSB Investments LLLP
55. Uview.com, Inc. – DL
56. Uviewit Holdings, Inc. – DL
1. SAMR - <http://iviewit.tv/Simon%20and%20Shirley%20Estate/EXHIBIT%205%20-%2020130205%20Eliot%20Letter%20to%20Spallina%20et%20al%20Regarding%20Analysis%20of%20SAMR.pdf> [↑](#footnote-ref-1)